

**VENDOR GUIDE
WITH REQUIRED TERMS AND CONDITIONS
CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT**

Vendor Guide to Purchasing Policies and Procedures

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Introduction

The purpose of this guide is to explain how a vendor may contract with the Centinela Valley Union High School District ("District").

Purchasing Policy

The District contracts with vendors for the purchase of goods via purchase orders which must be properly numbered, authorized and signed by the District's Purchasing Department. This is the only document by which the District contracts with vendors for the purchase of goods. The Purchasing Department is the only entity authorized to sign and issue purchase orders. The purchase order is the District's contract with the vendor. Therefore, any change to the purchase order must be in writing and authorized by the Purchasing Department.

PLEASE NOTE: ALL PURCHASE ORDERS MUST BE ACCOMPANIED BY AN EXECUTED COPY OF THE TERMS AND CONDITIONS ATTACHED HERETO AS EXHIBIT 1.

Vendor Contacts

The District urges vendors to deal directly with the Purchasing Department on all purchasing related matters, including sales calls, sales presentations, promotions, catalog distributions, returns, exchanges and substitutions. Vendors may not make sales calls directly at school sites. The District must adhere to bidding and competitive selection procedures. Vendors must first contact the Director, Purchasing, Contracts & Warehouse for direction prior to making any sales presentations.

Basis for Award

The District seeks to develop maximum competition for all purchases and to award contracts based on the lowest cost to the District by a responsible vendor presenting the most advantageous proposal to the District.

Formal bidding procedures are required for the purchase of materials and/or services exceeding amounts specified by law. Bid limits are subject to change on a yearly basis.

Informal quotes, bids or proposals for goods and/or services may be requested and received in writing by mail, e-mail and facsimile. Informal bids apply to purchases below the formal bid limits required by law.

Gifts and Gratuities

The District maintains a strict policy prohibiting the acceptance by its employees of gifts and/or gratuities from any vendor or potential vendor. However, this policy does not preclude employees from accepting promotional or advertising items such as calendars, desk pads, notebooks and other office supplies which are offered free to all as part of a public relations program.

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EXHIBIT 1

TERMS AND CONDITIONS

DEFINITIONS

- The Centinela Valley Union High School District shall be hereinafter referred to as the "District" and the vendor/supplier shall be hereinafter referred to as "Vendor."
- The purchase order approved by the District's Governing Board and issued by an authorized representative of the District's Purchasing Department and these Terms and Conditions are hereinafter referred to as the "Agreement."

HOLD HARMLESS AND INDEMNIFICATION LANGUAGE

- Vendor agrees to indemnify and hold harmless District, its officers, agents, employees and volunteers from any and all loss, costs and expense including legal fees, or other obligations or claims, arising directly or indirectly out of any liability or claim of loss or liability for personal injury, bodily injury to persons, contractual liability and damage to property, or any other loss, damage, injury or other claim of any kind or nature, arising out of the activities, omissions to act or negligence of Vendor and/or Vendor's officers, agents, independent contractors, subcontractors or affiliated entities and/or their employees, agents and representatives, whether such activities, omissions to act, negligence or intentional conduct is or was authorized by this Agreement or not.
- Vendor further agrees to pay or cause to be paid for any and all damage, or loss or theft to the property of the District arising out of the performance of services, omissions to act, or negligence of Vendor. District assumes no responsibility whatsoever for any property placed on the District premises. Vendor agrees to waive all rights of subrogation against District. Notwithstanding the foregoing, Vendor shall not be responsible for indemnification for claims or losses caused solely by the negligence of the District.

INSURANCE

- Vendor covenants and agrees to provide general liability, automobile liability (if driving on District sites), products and completed operations, property damage and errors and omissions insurance in an amount of not less than \$1 million per claim or occurrence. Proof of Workers' compensation coverage evidencing statutory limits and Employers' Liability limits evidencing not less than \$1 million. Vendor further agrees to provide all insurance coverage as required to conduct business with the District. Vendor agrees to provide the District with proof of insurance evidencing required insurance coverage at least 30 days prior to commencement of services under this Agreement and name the District as an additional insured on the general liability and automobile liability (if driving on District premises) coverage. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice to the District.

**VENDOR GUIDE
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LIMITATION OF PAYMENTS

- Prices and amounts shown herein are the maximum amounts authorized for payment under this Agreement (excluding any handling/delivery charges unless specified herein).

PAYMENT TERMS

- Net-30 days.

INVOICES

- Separate invoices are required for each purchase order. Invoices shall be submitted in triplicate, unless otherwise specified, and shall contain the following information: purchase order number, item number, item description, quantity, unit price and extended totals for items delivered. Sales tax, where applicable, shall be shown separately. Handling/delivery charges shall be identified in accordance with General Provision #6 in the purchase order. Failure to enter the above information on the invoice shall cause a delay in payment.

VARIATION IN QUANTITY

- No variation in the quantity of any item called for by this Agreement shall be accepted, unless agreed to and specified elsewhere in this Agreement.

DISCOUNTS

- In connection with 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 District's Accounts Payable office, and/or on the date that 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.

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 cheapest way (unless authorized to ship by other means), and bill the District for the actual handling/delivery charges paid. Invoice containing handling/delivery charges shall include either the original or a 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 U.S. Mail or U.P.S. charges.

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 risk 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.

**VENDOR GUIDE
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PACKAGING

- All items shall be prepared and packed for shipment in a manner that will prevent damage in transit. The District is not liable for extra charges for packing or cartage unless specified elsewhere in this Agreement. Vendor shall mark the purchase order number on each container.

CAL-OSHA

- The Vendor certifies, by shipment, that all equipment furnished under this Agreement meets or exceeds applicable CAL-OSHA codes. Material Safety Data Sheets (MSDS) need to accompany all applicable chemicals.

WARRANTY

- The Vendor agrees that all supplies, equipment, or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Vendor provides any customer for such supplies, equipment, or service, and that the rights and remedies provided therein are in addition to and do not limit any rights afforded to the District by any other provision of this Agreement.

EXCUSABLE DELAYS

- The Vendor shall be excused from performance hereunder during the same time and to the extent that he is prevented 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 the District, provided that it is satisfactorily established that the non-performance is not due to the fault of the party not performing.

INDEPENDENT CONTRACTOR

- While providing the supplies or services ordered herein, the Vendor shall be and act as an independent contractor. Vendor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation.

DEFAULT BY VENDOR

- Failure to comply with any of the terms and/or conditions of this Agreement shall constitute default by the Vendor.

TERMINATION BY DISTRICT

- District may, at any time, with or without reason, terminate this Agreement and compensate Vendor only for goods and services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Vendor. Notice shall be deemed given when received by the Vendor or no later than three days after the day of mailing, whichever is sooner.

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WITH REQUIRED TERMS AND CONDITIONS
CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT**

ASSIGNMENT OF PURCHASE ORDER

- The Vendor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the District.

COMPLIANCE WITH LAWS

- The Vendor shall observe and comply with all rules and regulations of the Governing Board of the District and all federal, state, and local laws, ordinances and regulations.

CERTIFICATES/PERMITS/LICENSES

- The Vendor and all Vendor's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of goods or services pursuant to this Agreement.

NO RIGHTS IN THIRD PARTIES

- This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

LIMITATION OF DISTRICT LIABILITY

- Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

CALIFORNIA LAW

- This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Los Angeles County, California.

WAIVER

- The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

SEVERABILITY

- If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

**VENDOR GUIDE
WITH REQUIRED TERMS AND CONDITIONS
CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT**

SIGNATURE AUTHORITY

- Vendor has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of the Vendor has been properly authorized and empowered to enter into this Agreement.

IN WITNESS WHEREOF, the Vendor hereto has executed this Agreement on the date indicated below.

Vendor: _____

Date: _____

Signature: _____

Print Name: _____

Title: _____

Information regarding Vendor:

License No.: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

_____	Corporation, State:	
_____	Individual	_____
_____	Partnership	_____
_____	Limited Liability Company	_____
		Sole Proprietorship
		Limited Partnership
		Other: _____

*Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.