



Murrieta Valley Unified School District ("District")
Purchase Order/Contract Terms and Conditions
Revised October 2024

1. These Terms and Conditions shall apply to and govern the Purchase Order/Contract. In the event the Purchase Order/Contract is issued pursuant to any District Agreements, including but not limited to the Master Professional Service Agreement, Construction Services Agreement, Independent Contractor Agreement for Special Services, or Professional Service Agreement ("District Agreements") between District and Vendor, the District Agreements shall control. Aside from District Agreements, no other terms and conditions shall control over this Purchase Order/Contract, such that where a conflict exists between the provision(s) of this Purchase Order/Contract and Vendor's quote or any other incorporated document, the provision(s) of this Purchase Order/Contract shall control. Unless a District Agreements applies, this Purchase Order/Contract and the documents expressly incorporated herein set forth the entire contract between the Parties and supersedes all prior agreements or understandings between the Parties concerning the subject of this Purchase Order/Contract.

For the purposes of these Terms and Conditions the term "Vendor" is used interchangeably with "Contractor" as they are both parties providing goods and services to Murrieta Valley Unified School District.

2. **PURCHASE ORDER/CONTRACT NUMBER:** Vendor listed on the Purchase Order/Contract ("Vendor") shall clearly reference the Purchase Order/Contract number on all written correspondence, packages, packing slips, invoices, and other documents related to the purchase.
3. **PAYMENT:** Unless otherwise specified, Vendor shall submit an invoice based upon delivery of work product and/or services under the Purchase Order/Contract. The District reserves the right to request Proof of Delivery of any items or services. District shall make payment in a lump sum within thirty (30) days of delivery to and approval by authorized District agents of all invoices and evidence required by District. District may deduct from payment amounts to protect District from loss because of: (i) expenses, losses, or damages, determined and incurred by District for which Vendor is liable under the Purchase Order/Contract; (ii) unauthorized deviations from the Purchase Order/Contract; (iii) Vendor's failure to submit timely, sufficient documentation; and (iv) any other sums which District may recover from Vendor under the Purchase Order/Contract or law. Notwithstanding Vendor's commencement of services, this Purchase Order/Contract shall not be effective or binding against the District unless and until it is approved or ratified by the District's Board of Education.

The procurement of all goods and services must be based on a Purchase Order or Contract issued by Murrieta Valley Unified School District **prior** to the delivery of goods or commencement of services. Valid Purchase Order or Contract numbers are required on all vendor/contractor invoices. Invoices received from a vendor or supplier without a valid District Purchase Order or Contract Number may be returned or rejected. Any goods or services provided by a vendor without a valid Purchase Order or Contract from the District is subject to nonpayment or rejection of the invoice for goods or services not authorized by the District.

4. **VENDOR'S INVOICES:** Invoices must be mailed to Murrieta Valley Unified School District, Attn: Accounts Payable, 41870 McAlby Court, Murrieta, CA 92562, unless "Bill To" location listed on the Purchase Order/Contract states otherwise or emailed to accounting@murrieta.k12.ca.us. Invoices shall contain: Purchase Order/Contract Number and date, description of items, sizes, quantities, unit prices, extended total, place, and date of delivery. Every invoice shall be properly itemized. District shall not be liable to Vendor for applicable late payment fees, if any, if the required information is not included in the invoice. Vendor shall issue one invoice per Purchase Order/Contract.
5. **DISCOUNTS:** Please include on invoices any discounts offered. If time of payment to Vendor is applicable to any discount offered, time will be computed from the date of timely delivery of the supplies or equipment or from the date a correct invoice is received at the "Bill To" location listed in the Purchase Order/Contract, whichever occurs later. Payment is deemed to be made on the date of mailing payment to Vendor.
6. **BILL OF LADING:** If a bill of lading is applicable to this order, Vendor shall include the original with the delivery of the products or services to "Ship To" address, with a duplicate included with invoices submitted to the "Bill To" address.
7. **CHANGES:** No change or modification in terms, quantities, or specifications and no substitutions may be made without express authorization by a Board Approved Designee. This will be followed by a written authorization. No other departments/schools, officer or employee may authorize changes.
8. **SHIPPING/DELIVERY:** Unless otherwise indicated on the Purchase Order/Contract, the delivery of all materials, equipment, supplies, or other items shall be (1) part of the Purchase Order/Contract total price, and (2) delivered by Vendor with Insurance during shipping (**F.O.B. Destination**) which shall be included in the Purchase Order/Contract total price. Invoices for prepaid transportation charges must be supported by original receipted freight bills. No C.O.D. orders. Deliveries are accepted from 8:00AM – 3:30PM unless otherwise prearranged with the Purchasing Director, Purchasing Buyer, or Purchasing Technician. Vendor shall notify the District's Buyer, listed on the Purchase Order/Contract, of any delays in delivery with estimated date of delivery.
9. **INSPECTION OF PRODUCTS FURNISHED:** All items furnished by Vendor shall be subject to inspection and rejection by District for spoilage, defects or non-compliance with the specifications. Defective items shall be made good by Vendor, and unsuitable items may be rejected, notwithstanding that such defective items may have been previously overlooked by District and accepted. If a Product is rejected at time of delivery, a credit is to be issued for the product or Vendor shall immediately remedy such defect in a manner satisfactory to District. Several notices of products failing to meet specifications may result in contract termination.
10. **OSHA REQUIREMENTS:** Vendor warrants that all equipment conforms to the Safety Orders of the California Division of Industrial Safety and to current OSHA requirements.
11. **INDEPENDENT CONTRACTOR:** The Vendor, while engaged in the performance of this contract, is an independent contractor and is not an officer, agent or employee of the District.
12. **INDEMNIFICATION:** To the furthest extent permitted by California law, Vendor shall defend, indemnify, and hold harmless District, its agents, representatives, officers, consultants, employees, and volunteers ("Indemnified Parties") from any and all demands, losses, liabilities, claims, suits, and actions ("Claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from Vendor's performance of the Purchase Order/Contract unless Claims are caused wholly by the sole negligence or willful misconduct of Indemnified Parties. District may reject any legal representation that Vendor proposes to defend District.
13. **DISPUTES:** In the event of a dispute between the District and Vendor as to provision of the products or services, the interpretation of this Purchase Order/Contract, or payment or nonpayment, the parties shall attempt to resolve the dispute in good faith. Disputes may be determined by mediation, if mutually agreeable, otherwise by litigation. If a claim, or any portion thereof, remains in dispute, Vendor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of California Government Code as a condition precedent to Vendor's right to bring a civil action against District. Pending resolution of the dispute, Vendor agrees it will neither rescind the Purchase Order/Contract nor stop performance.



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14. **APPLICABLE LAW:** This Purchase Order/Contract shall be governed by and construed in accordance with California laws with venue in Riverside County. Every provision required by law to be in the Purchase Order/Contract shall be deemed to be inserted and the Purchase Order/Contract shall be read and enforced as though included. If a Court determines any contract term to be illegal, invalid or unenforceable, the legality of the remaining terms shall not be affected, and the illegal term will not be part of the Purchase Order/Contract.
15. **WAIVER:** District's waiver of any term or of a breach of any term shall not constitute waiver of any other term or a breach of any other term.
16. **LIMITATION OF DISTRICT LIABILITY:** District's financial obligations under this Purchase Order/Contract shall be limited to the payment of the compensation provided in this Purchase Order/Contract. Notwithstanding any other provision of this Purchase Order/Contract, 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, or lost bonding capacity, arising out of or in connection with this Purchase Order/Contract for the services performed in connection with this Purchase Order/Contract.
17. **TERMINATION:** District may terminate all or any portion of the Purchase Order/Contract immediately upon District's written notice to Vendor. Termination shall not affect the rights and obligations of the parties arising prior to the effective date of termination.
18. **FORCE MAJUERE:** Notwithstanding anything to the contrary contained herein, Vendors, Contractors, or the District shall not be liable for any delays or failures in performance of the Agreement resulting from acts beyond its reasonable control including, without limitation, acts of God, terrorist acts, shortage of supply, breakdowns or malfunctions, interruptions or malfunction of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties, war, pandemic, endemic, or civil unrest. A party claiming a delay or failure in performance resulting from a force majeure event shall immediately notice the other party in writing, which notice will include the commencement date of such event and the description thereof.
19. **INSURANCE REQUIREMENTS:** For professional services, vendors shall obtain and maintain the policies of insurance or equivalent program of self-insurance and limits as shown below.
 - General Liability Insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 per aggregate for bodily injury, personal injury and property damage.
 - Automobile Liability.
 - Should Vendor ever operate their owned, non-owned or hired vehicle during the performance of this agreement, Vendor shall obtain and carry automobile liability insurance in the minimum amount of \$1,000,000 per person / \$1,000,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage.
 - Workers' Compensation Insurance.
 - Vendor agrees to procure and maintain in full force and effect Workers' Compensation Insurance as required under California law, covering any employees or agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Vendor participating under this agreement, Vendor agrees to defend and hold harmless the District from such claim. Vendor shall comply with all applicable federal, state and local laws, rules, regulations, and ordinances including workers' compensation. (If applicable).