

GENERAL PURCHASING INFORMATION

GENERAL PERSONNEL INFORMATION

Purchasing or Transportation questions should be directed to Kelly Beder (ext. 81271)

Vendor update requests and order status questions should be directed to Tracy Cox (ext. 81236), Sherri Squires (ext. 81215), or Claire Borsheim (ext. 81202)

Bus pass questions should be directed to Tracy Cox (ext. 81236)

Warehouse orders and questions should be directed to Vince Marquez (ext. 81273)

ACCOUNTING OBJECT NUMBER INFORMATION

Each category is based on the individual unit price for that item.

- \$499.99 and under is object number 4350 (including tax, shipping and assembly, if needed)
- \$500.00 to \$4,999.99 is object number 4490 (including tax, shipping and assembly, if needed)
- \$5,000.00 and over is object number 6490 (including tax, shipping and assembly, if needed)

CURRENT MINIMUM BID THRESHOLD–GOODS & SERVICES (not including Child Nutrition)

- January 1, 2023 - \$109,300

MINIMUM BID THRESHOLD – CHILD NUTRITION – as of 11/13/18

- Micro-purchase – up to \$10,000
- Small Purchase – up to \$250,000
- Formal Procurement Method – over \$250,000

SALES TAX RATE

- Los Angeles County sales tax is 9.5%. Please be sure to use this tax rate on your orders.
- All items must include the 9.5% tax rate.
- Service is 0% tax rate, unless it is for fabrication, in which case tax is 9.5%. See info below.
- Freight is 0% tax rate, unless the vendor ships the product with their own vehicle (e.g. Laguna Clayworks)
- For vendors who have their own delivery truck, the shipping and handling is 9.5% tax rate.
- Fabrication labor is taxable. Fabrication is considered to be work done in creating, producing, processing, or assembling a product. Modifying an item or system as part of a sale is also considered fabrication. Charges for fabrication labor are generally taxable, whether you itemize your labor charges or include them in the price of the product. This is true whether you supply the materials for the job or your customer supplies the materials.

Examples of fabrication labor include:

- Manufacturing a new piece of machinery
- Sizing and engraving a new ring you are selling to a customer

- Altering a customer's cutting die so that it will produce a new and different item
- Cutting metal or lumber provided by a customer
- Assembling a customer's new barbecue or new bicycle that came in parts
- Altering a new suit to better fit the buyer

Alteration of new items includes any work performed upon new items of tangible personal property (merchandise) to meet your customer's specific needs. Your work may involve adding or removing material from the item, rearranging, restyling, or otherwise altering the item.

Alterations such as these result in the creation or production of a new item or constitute a step in the creation or production of a new item for your customer and charges for such labor are subject to tax.

VENDOR SET UP

To request a vendor to be set up in the BEST system, complete the Vendor Fillable Form with the contact information and remit to information. Send the completed form, along with the W9 from the vendor to purchasing. Please allow a minimum of three days for processing.

PURCHASE ORDERS

A purchase order **must** be approved prior to the goods or services (including repairs) being initiated. Please call the purchasing department if you have a rush PO that needs to be approved.

It is suggested that at the beginning of each fiscal year each departments create open purchase orders for repair services or for vendors that are routinely needed (e.g. Home Depot, DIY Center, Amazon, Office Depot, refrigerator repair, elevator repair, auto repairs, plumbing, etc.). Assuming the open purchase order is already approved, the department will be able to request repair service the same day. This will, hopefully, alleviate the need to quickly process a purchase order in the event of an emergency.

Once a need is established, a purchase order should be created in CGI Advantage (aka BEST) and submitted for approvals. The 1st level approval is QA, where Purchasing will review the purchase order and respond with any questions. If there are no questions or updates, it will be submitted into workflow for site level approval and then onto final approvals based on the overall dollar amount of the purchase order.

The vendor information must be added to BEST prior to the vendor being selected.

In the commodity section, individual items should be added as a new line for each item. For orders of many items, you may enter "see attached quote in the CL description" and enter the purchase order as a "service". If you choose to set up your purchase order as a "service" due to the quantity of items that need to be input, please note the warehouse will hold the entire order until all items have been received. This means any back-order items will hold up the entire shipment to your site. To avoid this situation, it is recommended that the PO creator enter each individual item as its own commodity line.

The quote must be attached to the purchase order unless it is an open purchase order for generic items (e.g. Office Depot). For vendors that routinely send a quote with the word “Invoice” on it instead of Quote or Estimate, please contact the vendor and ask that they update their process to provide a “quote”.

If the purchase order requires special handling or has unique instructions, please add the instructions to the Internal Comments tab of the header section.

All products and services must be pre-approved prior to an employee authorizing an item to be purchased or service to be rendered. This includes employees making district related purchases and submitting reimbursement forms.

REJECTED PURCHASE ORDERS

If QA or one of the approvers requires additional details be added to the purchase order it will be “rejected” and sent back through the system so that you may update the purchase order and resubmit for approvals.

SEARCHING FOR FINALIZED POs

You may choose to keep a copy of your purchase order by printing it when it is finalized. To search for a purchase order in the system, enter the type of PO in the document catalog. Then enter the year*# of the PO and enter “browse” (e.g. 20*082). Click on the ID link to see the purchase order details.

MODIFICATIONS

If a purchase order needs to be modified. Search for the purchase order as indicated above, click on the ID of the purchase order you are seeking. Click “Edit” and enter the modification reason in the “Modification” tab (5th tab) of the header section. Then update the purchase order accordingly.

Make sure to choose the “Related Actions” button in the lower right corner of the commodity section to “Recalculate Accounting Lines” if you have added a commodity line or changed an amount.

Click validate and submit when ready to send for approvals.

CANCELLING A PO

To cancel a PO, click discard in the lower left corner, enter the reason for modification, validate and submit the cancellation for the PO.

DELIVERY SITE

The default shipping destination in BEST is the district warehouse. If you need to have the items sent directly to your site, click the default shipping tab in the header section and use the “up green arrow” button to choose your site.

If the warehouse is the correct shipping destination, make sure to choose your school site as the “Shipping/Billing” location in the commodity section so that the warehouse team will know where to deliver the items once they are received.

Books, cassettes, videos, software and unusually bulky items may be delivered directly to the sites.

Typical delivery options include:

- Dock** – meaning “no touch”. Driver will not assist in unloading. Items must be sent to the warehouse.
- Tailgate** – meaning driver will bring items to back of truck. We would be responsible for offloading the items from the back of the truck. Requires a dock or pallet jack. Must be sent to the warehouse.
- Liftgate to Ground** – meaning driver will lower the pallets or items to the ground. Thereafter our staff is responsible for bringing the items into the building. Depending upon the item, the shipment could be sent to the school or warehouse. Call to ask.
- Liftgate Inside** – meaning the driver will lower the items to the ground and then delivery them inside the building. Should be sent to the site.

SHIPPING LOCATION for Agreements/Software and Services

For agreements, software and services, change the default shipping in the header section to the district office or school site location rather than warehouse.

NOTES RELATED TO CREATING/EDITING PURCHASE ORDERS IN BEST

OFFICE MANAGER/DEPT. ERROR LIST

- The intent of the error list is for either account string or budget related issues. If you have other issues related to your PO, please contact the purchasing dept. or LACOE for assistance.
- Please make sure to check the list frequently and address questions in the QA/DO Comments/Notes column. If it relates to an account string and you aren’t sure what to do, please call Dawn Quevedo. Dawn’s extension is 81217.
- Please add the date that you initiate the error.
- Account string errors:
 - Make sure you have entered all digits correctly before adding the PO to the error list. Double check your budget report to see if you are using a valid account string.
 - If the account string is indeed a new string, please call Dawn Quevedo for assistance.
- Once the PO is “overridden” **only** click **Submit** on your PO. Do not click “Validate” again as it will sent it back to account to override again.
- If your PO is overridden and has been submitted, please add a “yes” or “done” note to the SUBMITTED OK? column so that the accounting team knows to move that PO off the list.
- If you submitted the PO after it has had an override, but it now shows as “draft” form again. It could be because Purchasing has modified the PO and it requires accounting to override again. Look at the QA Status tab to see if your PO is on that list. If so, you don’t need to do anything further. Tracy will make sure it is submitted for approvals.

DO NOT ATTACH INVOICES TO PURCHASE ORDERS

Please do not attach invoices to purchase orders, unless it is for an emergency repair. The invoice should be sent directly to accountspayable@lvusd.org. Please do not send invoices to the purchasing department. All invoices must be sent to accountspayable@lvusd.org.

If you need an invoice paid for the day of the event, please connect directly with accounts payable to request the check.

Per LACOE guidelines, invoices must be dated AFTER the date the PO is finalized.

In general, POs should have estimates or quotes attached. If your vendor routinely sends an “Invoice” as their quote, please ask the vendor to update their policy and correct the wording on their estimate so that it reads “Estimate” or “Quote” rather than “Invoice”. Invoices should only be **submitted** in cases of emergency repair work being done.

APPROVING INVOICES FOR REIMBURSEMENTS

For open POs that are for reimbursements, the invoice should be approved by a supervisor or a counterpart in the same office or department. Doing so will ensure that someone else approves the reimbursement other than the person for whom the reimbursement is for.

CONFERENCES & WORKSHOPS

For conferences and workshops please:

- a) Attach a copy of registration or flyer noting the prices from the conference.
- b) Include detailed information about the Conference or Workshop in the CL description, do not just write Conference.
- c) Payment Instructions: Please be clear on how the payment is to be processed (do they accept POs, credit card only, is payment due before conference, etc.)
- d) The purchase order must be finalized before the employee is registered for the conference.

SEARCHING FOR VENDOR SPECIFIC POs

This search tool allows users to search for documents based on the vendor code and dollar amount, as well as viewing the description prior to opening up the document.

1. Enter Vndcatlg in the jump to at the top of the screen.
2. Choose the Up Green Arrow for the Vendor/Customer and enter the customer name using the * on both sides of the name (e.g. *Office Depot*).
3. Choose “Browse” and the choose “Select”
4. Enter PO2W as the document code and 64683 as the District/Agency Code.
5. Choose “Browse” again.
6. You will see a list of all purchase orders for that vendor along with the document description and the amount of the purchase order.

FIXED ASSETS

Please make sure to do the following when creating any PO that uses a fixed asset object code (anything using the 6000 series, e.g., 6170, 6250, 6490, etc.

The Commodity Description should only include the project # for the work being done or item being ordered. The Project # should be listed in the PO using the following format.

01.0-802-2023-001

All other details for the project should be added to the additional commodity section.

Please keep a record of the Project #s for your department so that if you need to add additional items for the project you can use the same Project #. For instance, advertising for a project and DSA fees for the same project occur in year 1, but the actual construction work begins in year 2. All of these services should use the same project # in the Commodity Description so that the project total can be tracked and added together in the fixed asset module.

This is hugely helpful to accounting so that they can easily filter reports to upload the data into BEST.

TEXTBOOK, GRANT AND GATE ORDERS

Textbook purchase orders will be routed to the Curriculum Department for approval based on the account string being used. Kim Patterson is the Director of Secondary Education; Jana Davenport is the Director of Elementary Education; and Gleason is the Assistant Superintendent, Chief Business Officer.

COMPUTER PURCHASES

All technology purchases must be approved by the Ed Tech Department in the BEST system. Please coordinate your order with Ed Tech prior to submitting your purchase order so that any questions and needs can be addressed up front.

Please indicate which department (s) or program (s) for which the equipment is being purchased. This information should be noted in the Additional Comments section of the purchase order.

APPLE DEVICES

When placing an order for Apple Computers, iPads and other Apple devices, you must attach not only the quote, but also the signed Apple Management form to the header section of the purchase order. It is critical that this step is done so that the accounting department can properly assess the fee for the Apple management.

RADIOS

If you are planning to purchase handheld radios for your school, please make sure to coordinate with Ed

Tech to confirm they approve the items you want to purchase.

AUTHORIZED SIGNATURES FOR PURCHASE ORDERS AND CONTRACTS

The persons authorized to approve purchase orders and agreements are the Superintendent and the Assistant Superintendents for purchase orders \$2,500 and above. The Business Manager and the Chief Technology Officer are authorized to approve purchase orders not exceeding \$2,499.99.

ACCOUNT NUMBERS

Please check the account numbers if you receive an error in the system. Sometimes an error in BEST is a just a quick fix in that a digit was added or deleted to the account string.

You can do a quick search to see if the account string has been set up, and if there are funds available by doing a budget check prior to starting your purchase order.

You may use more than one account number on a purchase order. You will need to assign the dollar amount that you want to have debited to each account number.

PARENT FACULTY ASSOCIATION/CLUB (PFA/Cs) and USE OF BILLABLE ACCOUNT STRINGS

A letter of intent (LOI) must be attached to the purchase order for any amount over \$1,000 for which the PFA/C at your site will be billed. It is recommended that a LOI is attached for all purchase orders, but is mandatory for purchases over \$1,000.

For purchases over \$2,500, the booster club meeting minutes will need to be attached to the purchase order.

COPIER REPAIRS/SUPPLIES

Each school site, the district office, the maintenance office and child nutrition offices have Canon copiers. For repair service or supplies, call the 800-number listed on the copier and provide the serial number.

VENDORS REQUESTING A CREDIT APPLICATION

Please forward vendor requests for completing a credit application to the Purchasing Dept.

CONSULTANT AGREEMENTS

In order to hire a consultant, the following documents will need to be completed:

- 1) Independent Contractor Agreement-Internal Checklist
- 2) Independent Contractor Agreement (ICA)
- 3) W-9

- 4) Insurance and endorsement
- 5) Possible TB and Fingerprint clearance

Allow at least three (3) weeks for processing before the intended start date of the Contractor to allow time for all of the documents and the purchase order to be processed.

Encourage the Independent Contractor to set the term of the contract through June 30th of the current school year. This will allow any LVUSD site to complete an Addendum Agreement for additional work in the same school year.

TB Assessment/Fingerprint Clearances

If the contractor will be with students or staff more than 8 hours in a school year, then the contractor will be required to take a TB assessment and/or test. Fingerprints will be required if the contractor is working with students in a classroom or small group setting.

Send the Independent Internal Checklist and the completed Independent Contractor Agreement to the Business Office and Personnel for approval **prior** to initiating the purchase order. The approved ICA must be attached to the purchase order.

CREDIT CARD PURCHASES

1. When creating the purchase order, the PO creator must add in writing in the internal comments tab of the header section whether or not the payment is to be made via credit card. If the internal comments section does not include this instruction, purchasing **will not** order the item via credit card. The reason for this is to prevent duplicate payments to vendors via check and credit card.
2. Purchases made with the credit card should not be utilized for convenience or to circumvent the purchase order process.
3. Purchases made with credit card must have an approved purchase order associated with the purchase.
4. The purchase order must clearly indicate in the internal comments section of the header section that payment is to be made via credit card. If the statement is missing, and a credit card is needed, the PO Creator will need to modify the PO and add that statement into the PO before the purchase will be made.
5. Open purchase orders can be created so that the user can immediately purchase supplies after the purchase order is finalized (e.g. Albertsons, Sharky's, etc.)
6. Departments with a credit card may also create an open purchase order for U.S. Bank for incidentals (e.g. snacks for meetings and other small items).
 - a. The vendor should be set up as Vendor name or U.S. Bank. This needs to be done prior to initiating the purchase order.
 - b. For the commodity section of the purchase order, enter the CL Description as the name of the vendor and purchase (e.g. Target – Meeting Supplies). Then add additional details as needed to provide the specifics of what is being ordered.
7. Credit card may be utilized for travel and travel-related expenses up to \$1,500 in a single transaction.
8. The credit card may be utilized for emergency purchases not to exceed \$500.

9. Cardholder is responsible for the security of the Cal-Card.
10. When creating the purchase order, the PO creator must add in writing in the internal comments tab of the header section whether or not the payment is to be made via credit card. If the internal comments section does not include this instruction, purchasing will not order the item via credit card. The reason for this is to prevent duplicate payments to vendors via check and credit card.

Cal-Card Procedures for Supervisors of Cardholders

1. Monthly review of statements to ensure purchases are appropriate and not on the prohibited list.
2. Verify prior approval for all travel expenses.
3. Verify proper documents (invoices/receipts) are included.
4. Review, initial and date the bank statement. Forward to AP within 5 days of receipt of statement.
5. Bill Discrepancies:
 - a. If an item is billed incorrectly, the Cardholder must contact the vendor to resolve and contact the bank to dispute the charge.
 - b. It is the cardholder’s responsibility to return defective or incorrect orders to the merchant for replacement or credit.
6. Address Non-Compliance Purchases as follows:
 - a. First Offense: Review of policy and conference summary
 - b. Second Offense: Written reprimand and 90-day suspension of privilege.
 - c. Third Offense: Written reprimand and revocation of privilege.

Cal-Card Strictly Prohibited Use

- | | | |
|---|--|--------------------------------|
| ● Alcoholic Beverages | ● Chemicals & hazardous materials | ● Personal Items |
| ● Ammunition and Weapons | ● Consultants, instructors and speakers | ● Personal Services |
| ● Artwork | ● Facility Improvements | ● Rental Agreements |
| ● Cash advances through bank tellers or bank machines | ● Facility Maintenance | ● Service Repairs |
| ● Centralized Maintenance Agreements | ● Items with a unit price of \$500 or more | ● Technology equipment |
| | ● Lease/purchase agreements | ● Telecommunications equipment |
| | | ● E-Bay, Craig’s List, etc |

OFFICE FURNITURE ORDERS

If you are looking at options for office furniture, please keep the following in mind:

- No couches
- Avoid fabrics; all surfaces need to be wiped down
- Avoid items that could be unstable
- Furniture includes desks, rugs, chairs, cabinets, bookcases, etc.

Vendors not approved for furniture:

The following vendors are NOT APPROVED for furniture purchases:

- Ikea
- Wayfair

We have had issues related to returns, missing items or broken components from these vendors. Their products are more intended for home use, not school use, and they do not have a vetting process that meets school standards.

Some office furniture options to keep in mind, in no particular order:

- National Business Furniture
- School Outfitters
- School Specialty
- K-Log
- Costco
- Worthington
- National School Furniture
- Virco
- Office Depot
- Southwest School & Office Supply
- Staples
- KB Contracts Interiors (custom made furniture)

Please contact Purchasing with any exceptions. If you need classroom furniture (student desks, chairs, teacher desks, etc.), please contact the purchasing department to discuss.

Items Not Approved for Purchase:

- Candles, diffusers, scented items
- High pile rugs
- Magnetic toys which can be connected together (significant choking hazard)

ASSEMBLY COMPANY FOR FURNITURE

If you need assistance with furniture assembly, please contact Justin Newman at 661-645-4070 / justinnewton@inbox.com to request a quote.

CAR RENTALS

If you need to rent a car for a field trip or other purpose, please first check to find out if one of the district vans is available. You'll need to provide a copy of your driver's license to be cleared through HR. After you are cleared, you can request use of the district van by contacting Beth Ellis in Maintenance and Operations at 81272.

If a district van is not available, please contact the purchasing department to coordinate a rental vehicle through Enterprise Rent-a-Car. The site is responsible for funding the rental vehicle. A purchase order will need to be created and approved prior to the vehicle rental.

Staff should avoid the use of their personal vehicles when possible.

AMAZON OPEN PURCHASE ORDER PROCESS

SET UP

1. You will receive an invitation email from Amazon. Accept the invitation. The shipping location has already been set up for you.
2. Please create an open PO2W and submit through purchasing. After the PO is finalized, Tracy will input the open purchase order amount into your Amazon account. After you receive the approved purchase order from either Sherri Squires or Tracy Cox you can begin ordering through Amazon.

PLACING ORDERS

1. Log-in to your account and add the item(s) to your cart
2. When cart is ready, proceed to check out. You **must** select the PO number from the drop down menu in order to proceed.
3. Choose the delivery address. It should auto populate to your site.
4. **Choose** to ship the fewest packages option (this is critical to reduce the number of invoices received. Amazon sends invoices with each shipment, not by order. If one order is divided into five shipments, both you and accounting will receive five invoices).
5. We are going to restrict the use of THIRD PARTY VENDORS. **Please choose Amazon as the vendor.** This will help with any returns you have.
6. Limits:
 - a. Only one order will be approved per site per week. Please plan accordingly.
 - b. A minimum order of \$50 is required to process.
7. The default setting in Amazon is that items are considered "reoccurring". Make sure to **de-select this option** when placing your orders.
8. As you build your cart the price and quantity is not locked in until you submit for approval. Please double check before submitting if you have been building your cart for several days to make sure the price hasn't changed significantly.

INVOICES

1. You will receive an invoice from Amazon with each shipment. When **all items have been received**, choose "print to PDF" and name the following with the invoice number only. See example below.

1QKP-G1FM-1KM7

2. Add the invoice to the Google Amazon folder **ONLY WHEN IT IS OK TO PAY**. The [Google folder](#) will be shared with you. If the invoice is in the folder it will signal accounting that they should process the invoice request.
3. Invoices should be uploaded to the folder ASAP as Amazon will put the entire District account on hold for untimely payment of invoices.
4. Accounting will process the invoice and you or your department will be asked to approve the IN (invoice) through BEST.
5. Assuming the invoice that is attached to the IN is correct, you will approve the IN and the payment request will continue working through the approval process.
6. Accounting will remove invoices from a processed invoices folder after the payment has been processed.

RETURNS

1. If you have items that need to be returned for any reason (broken, wrong item, not needed), you will need to initiate the return authorization with Amazon. This is per Amazon policy, Amazon requires the person that placed the order to initiate the return authorization.
2. If/when a need to request a return occurs for your site, please initiate a return through the Amazon platform.
 - a. In order to receive return shipping authorization from Amazon each user must add their address location. Unfortunately, we cannot do this for you, each user must add the information to their account. The steps to add this information are listed below:
 1. Go to Hello, Name in the upper right section of the blue bar.
 2. From the drop-down menu, choose "Your Account"
 3. Then choose "Your Addresses" from the Ordering and Shopping Preferences Box
 4. You will need to enter your site address per the instructions below in order to receive a return shipping authorization from Amazon.
 - a. Here is the correct example of a business shipping address format:

1. Business Name on top Name line (Name of business only) not your personal name.
2. Suite number on name line 2.
3. Address line 1: Street number and name like normal
4. Address Line 2: Or "Your name Here" (or whichever name of person ordering is) or building or codes for you..
5. City
6. State
7. Zip Code.

CREDIT MEMOS

1. Please name the credit memo with the credit memo #. Submit all credit memos to the Google Amazon folder.

LAKESHORE LEARNING OPEN PURCHASE ORDER PROCESS

- 1) PO's will be created on BEST; the amount will correspond with the amount the blanket PO on Lakeshore Learning.
- 2) **PO's on BEST must be finalized before creating the blanket PO on their website.**
- 3) Purchasing will add you as a user to the Lakeshore Learning website.
- 4) Purchasing will send the finalized PO to the Lakeshore eProcurement team and ask the Lakeshore eProcurement team to create the blanket PO.
- 5) Lakeshore will notify the purchasing department when the blanket PO has been created, at which point the purchasing department will let the PO creator know it has been created. The PO creator can find the PO under "Budgets", the "Budget Name" will be the BEST PO # (abbreviated number e.g. 24-0000). The amount should match with the BEST PO.
- 6) The PO creator can start submitting orders on the website for approval. Please make sure to choose the correct Budget/BEST PO number in the drop-down list beside "Budget" when checking out/submitting the order. Kelly or Tracy from purchasing will review the orders and approve or reject them accordingly.

7) Once the orders have been approved, they will be placed and automatically deducted from the budget/blanket PO.

Please note the minimum order must be at least \$250 to receive free shipping.

FOLLETT MEDIA CENTER ORDERS

1. Media center clerk will generate a list in Follett (Destiny Manager). When list is ready the media center clerk will let Tina Johnson (District Librarian) know the list is ready for review.
2. Tina will email the list to the Office Manager or Ed Services to create a purchase order.
3. PO goes through the approval process.
4. When the PO is finalized, the PO will be emailed to Tina Johnson.
5. Tina will enter the PO # and submit the order in Follett.

PURCHASE ORDER TERMS AND CONDITIONS

1. **APPLICABLE LAW:** The contract resulting from this order shall be governed by the laws of the State of California
2. **DISTRICT** will not pay for items that have been shipped to the District without a valid purchase order. District will not be responsible for the safekeeping of or return of such items. The District does not pay for samples unless previously agreed upon.
3. **COMPLETION OF ORDERS:** LVUSD reserves the right to withhold payment until order is completed.
4. **DISCOUNTS:** Please show cash payment discount offered on your invoice in connection with any discount offered, time will be computed from date of delivery of the supplies or equipment, or from date correct invoices are received in the office specified by LVUSD if the latter date is later than the date of delivery. Payment is deemed to be made for the purpose of earning a discount, on the date payment is mailed or on behalf of LVUSD.
5. **INVOICES:** Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain purchase order number, date, description of items, sizes and quantities, unit prices, extended totals, place and date of delivery, Invoices or vouchers not on printed bill heads shall be signed by the CONTRACTOR or person furnishing the supplies or services. Every invoice shall be properly itemized. If LVUSD has not received billing for product or services within a one-year period LVUSD will not be held responsible for satisfying the debt.
6. **CHANGES:** No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the LVUSD Purchasing Office and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. If unit cost of any item exceeds the amount shown by 10% or \$250.00 whichever is less do not ship. Contact LVUSD Purchasing at the phone number provided.
7. **BILL OF LADING:** If Bill of Lading is applicable to this order, send originals to "Ship to" address and duplicate Bill of Lading with invoices to "Bill to" address. All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show purchase order number. If factory shipment, advise factory to comply.
8. **TRANSPORTATION CHARGES:** Invoices for prepaid transportation charges must be supported by original

received expense bills.

9. **FOB POINT AND FREIGHT CHARGES:** Unless otherwise specified on this order, all items shall be delivered FOB Destination. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose will be paid by LVUSD unless expressly included and itemized in the order. Unless otherwise shown, on "FOB Shipping Point" transactions, CONTRACTOR shall arrange for lowest cost transportation, prepay and add freight to invoice and furnish supporting freight bills if the amount exceeds \$50,00. On "FOB Shipping Point" transactions, should any shipments under this purchase order be received by LVUSD in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, CONTRACTOR on request of LVUSD shall at CONTRACTOR's own expense assist LVUSD in establishing carrier liability by supplying evidence that the equipment and/or materials was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions. Shipments that are California intrastate in nature and where freight is to be borne by LVUSD shall be tendered to carriers with written instructions that rate and charges may not exceed the lowest lawful rates on file with the California Public Utilities Commission.
10. **PATENT INDEMNITY:** The CONTRACTOR shall hold LVUSD, its governing board, officers, agents, employees and volunteers harmless from alleged liability of any nature or kind, including costs and attorney fees and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
11. **TAXES;** Certain articles sold to LVUSD are exempt from certain Federal excise taxes. LVUSD will pay directly, all California State and local sales and use taxes applicable to such articles.
12. **EQUAL OPPORTUNITY EMPLOYER;** The acceptance of this purchase order by a supplier of goods and services is a certification that such supplier complies with all provisions of executive order 11246 and is an equal opportunity employer.
13. **GENERAL SAFETY ORDERS:** All materials, supplies and services sold to LVUSD shall conform to the general safety orders of the State of California, All materials, except as otherwise specified, must be new and of the best quality of their respective kinds.
14. **INDEMNIFICATION;** CONTRACTOR shall indemnify, defend and hold harmless LVUSD, its governing board, trustees, officers, agents, employees and volunteers, from any and all claims, demands, suits, causes of action, damages, penalties, breaches of this agreement, infringement of patent rights, costs, expenses, violations of employee occupational health and safety laws, attorney fees, losses or liability, property damage, personal injuries to or death of persons, arising out of alleged to have arisen out of, or relating in any way to CONTRACTOR's work to be performed under this agreement, except if caused solely by the negligence of LVUSD.
15. **TERMINATION:** LVUSD may terminate this agreement and be relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination LVUSD may proceed with the work in any manner deemed proper by LVUSD. The cost to LVUSD shall be deducted from any sum due the CONTRACTOR under this agreement and the balance if any, shall be paid the CONTRACTOR upon demand.
16. **ASSIGNMENT:** Without the written consent of LVUSD, this agreement is not assignable by

CONTRACTOR either in whole or in part.

17. PUBLIC WORKS PROJECTS: CONTRACTOR must comply with Public Contract Code and Labor Code.
18. CA LABOR CODE: Pursuant to Section 1700, and following, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the Maintenance Office of the Las Virgenes Unified School District, 4111 Las Virgenes Road, CA 91302. Those copies shall be made available to any interested party upon request. The CONTRACTOR shall forfeit, as penalty to the LVUSD, Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by him/her or by any subcontractor under him, in violation of the provisions of such Labor Code.
19. NOTICE: Your employees may be exposed to hazardous substances during the course of their work while on LVUSD property. For additional information on the hazardous substances that your employees may be exposed to contact the LVUSD Maintenance and Operations Department at (818) 880-4000 x 272.
20. INSURANCE: CONTRACTOR shall, at all times, maintain in full force and effect the following insurance: Workers' Compensation, Commercial General Liability, Auto Liability, and Professional Liability, if licensed professional, Policy limits for each shall be at least \$1,000,000 AND \$1M, \$2M, or \$3M AGGREGATE as prescribed by DISTRICT requirements for bodily injury, personal injury and property damage. Any combination of General Liability and Excess Coverage can be combined to meet the Aggregate. LVUSD shall be named as an additional insured on CONTRACTOR's policies. The CONTRACTOR shall provide a certificate of insurance and required endorsements to comply with this section at least 15 days prior to commencement of work under this contract. The certificate shall state that LVUSD will be given 30 days notice of any material change or cancellation in coverage.
21. DISQUALIFIED EMPLOYEES: CONTRACTOR shall ensure that persons who perform services on LVUSD property have not been convicted of any felony, or any controlled substance offense or any sex offense as defined by Education Code section 45125.1, If LVUSD determines that any person employed by CONTRACTOR to work on LVUSD property is incompetent, unfaithful, intemperate, disorderly, abusive or is otherwise unsatisfactory, CONTRACTOR shall cause that employee to be removed from working on LVUSD property immediately, and that person shall not be employed again on LVUSD property
22. WORK AUTHORIZATION: Prior to LVUSD's acceptance of this Agreement, CONTRACTORS who are not U.S. citizens must provide verification of (a) work authorization status from the appropriate U.S. Department of State; (b) a copy of their U.S. visa; (c) the number of days present in the U.S.; and (d) tax treaty status. LVUSD shall not make any payments to CONTRACTOR unless CONTRACTOR holds the appropriate U.S. visa. CONTRACTOR is responsible for ensuring they are in possession of the appropriate visa.
23. WARRANTY: CONTRACTOR expressly warrants that all materials, goods, equipment, services, and/or labor shall conform to the requirements set forth or incorporated into this order and any applicable industry standards or requirements, shall be merchantable and free from defects in workmanship, materials and/ or design (including latent defects), and shall perform as specified. CONTRACTOR further warrants that all materials, goods, equipment, services, and/or labor will be fit and sufficient for the particular purposes intended by LVUSD, Unless agreed upon otherwise between LVUSD and CONTRACTOR, the warranty period shall be the longer of (a) any express warranty included in this service agreement; (b) one year after the materials, goods, equipment, services, and/or labor are accepted by LVUSD; or (c) any

warranty period provided under any applicable California law.

24. All Invoices Must Be Submitted Via Email to: ACCOUNTSPAYABLE@LVUSD.ORG.