

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT (SBCCD)

PURCHASE ORDER TERMS & CONDITIONS

1. **DEFINITIONS:** "DISTRICT" as used herein shall mean the San Bernardino Community College District, its officers, officials, and employees. "VENDOR" as used herein shall mean the Seller or Supplier of goods or services named on the face of this Purchase Order and all individuals, officers, directors, employees, agents, contractors, or subcontractors of such Seller or Supplier. While engaged in carrying out the terms and conditions of the purchase, the VENDOR is an independent VENDOR, and not an officer, employee or agent of DISTRICT.
2. **ACCEPTANCE:** VENDOR accepts this Purchase Order solely on the basis of the terms and conditions on the face and back hereof. Additional terms on VENDOR's form(s) or quote(s) are rejected and shall be deemed a material alteration hereof, unless such terms are incorporated by direct reference on the face of this Purchase Order, attached hereto as applicable or as expressly accepted in writing by DISTRICT. Notwithstanding the aforementioned, DISTRICT 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. Terms and conditions as part of an executed contract associated with this Purchase Order will supersede the corresponding terms and conditions below. All other terms and conditions will remain in full force and effect.
3. **CHANGES:** This Purchase Order shall not be altered, amended, supplemented or cancelled without DISTRICT approval. DISTRICT shall have the right to make changes hereunder any time and VENDOR agrees to accept such changes. In the event such changes result in additional costs, DISTRICT shall make an equitable adjustment in the purchase price provided such additional costs are itemized and justified in writing, and submitted to DISTRICT within 10 days of receipt of the change notification.
4. **HANDICAP ACCESSIBILITY:** VENDOR hereby warrants that any hardware or software products or services to be provided under this Purchase Order comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. VENDOR agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention. VENDOR further agrees to indemnify and hold harmless DISTRICT using the VENDOR's products or services from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this Purchase Order.
5. **ASSIGNMENT OF PURCHASE:** 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 DISTRICT.
6. **TERMINATION:** DISTRICT reserves the right to terminate this Purchase Order for its own convenience with liability limited to the services or products delivered prior to the VENDOR's receipt of DISTRICT's termination notice. All blanket, standing or open Purchase Orders will automatically terminate at the end of DISTRICT's fiscal year without prior notice to VENDOR.
7. **TAXES:** DISTRICT will pay only the State Sales and Use Tax and/or the San Bernardino County Uniform Local Sales and Use Tax, as applicable. The Federal Excise Tax is not applicable to DISTRICT. DISTRICT, upon request, shall furnish VENDOR such Federal Tax exemption certificates. VENDOR will not include taxes in unit prices or labor rates used for billing purposes unless otherwise agreed. Tax may be separately itemized.
8. **WARRANTY:** All products, materials or services furnished under the purchase shall be in accordance with DISTRICT specifications and guaranteed to be new and free from faulty design or workmanship. If upon inspection any item is found defective or of inferior quality, DISTRICT may return such item to VENDOR at VENDOR's expense. Payment for any item prior to inspection shall not be construed to be an acceptance of an unsatisfactory or defective item. VENDOR shall reimburse DISTRICT for any amount paid to VENDOR for such returned items.
9. **HEALTH & SAFETY:** All materials, equipment, supplies must meet all Federal, State, and local requirements regarding Health and Safety. All shipments of hazardous and toxic material must include Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Rule 29 CFR 1919.1200, with copies sent to the Purchasing Department referencing the Purchase Order number.
10. **DELIVERY/F.O.B. DESTINATION:** Unless otherwise specified, the VENDOR shall be responsible for delivery and shall pay all related shipping costs, including prepaid freight changes. Time and manner of delivery are material factors in proper performance under the purchase. DISTRICT will not be responsible for any goods delivered without a purchase order. In the event of VENDOR's failure to deliver goods or services by the end of DISTRICT's fiscal year following the date of this Purchase Order, or as specified in a bid or contract document, DISTRICT reserves the right, and VENDOR agrees that DISTRICT may return part or all of any shipment so made, and may charge VENDOR with any loss or expense sustained as a result of such failure.
11. **INDEMNIFICATION AND HOLD HARMLESS:** VENDOR shall indemnify and hold DISTRICT its officers, officials, employees, volunteers and agents, including the property of DISTRICT, free and harmless from any and all claims, suits, demands, causes of action, losses, damages, injuries, and expenses, rather actual or alleged, including, but not limited to, reasonable attorneys' fees, and liability arising from (i) the death or injury of any person or persons, or from the loss, damage or destruction of any property or properties caused by or connected with the actions, negligence, errors, or omissions of VENDOR or VENDOR's agents and employees, (ii) the use of any copyrighted materials or patented inventions, and (iii) VENDOR's breach of its obligations under this Purchase Order.
12. **VENUE:** This Purchase Order shall be governed by the laws of the State of California.
13. **INSURANCE:** If applicable, VENDOR shall maintain Workers' Compensation insurance as required by statute and Commercial General Liability insurance adequate to protect VENDOR and VENDOR's obligations hereunder to protect DISTRICT from claims due to personal injury, including death, and damage to property, which may arise from operations under this Purchase Order. If applicable, VENDOR shall maintain commercial general liability insurance up to a \$5,000,000 combined single limit of liability per occurrence for bodily injury and property damage, including blanket contractual liability, products liability, completed operations and all broad form comprehensive general liability enhancements. Vendor's insurance is to be primary with additionally insured endorsement listing the San Bernardino Community College District, 550 East Hospitality Lane, Suite 200, San Bernardino, CA 92408, as the endorsee. VENDOR may be required to file with DISTRICT certificates of such insurance. Failure to furnish such evidence, if required, may be considered a material default of VENDOR.
14. **INVOICES AND PAYMENT:** Unless otherwise specified, VENDOR shall render invoices in duplicate for goods or services provided to the Accounts Payable Office at the address listed on the front of this Purchase Order. All invoices must indicate the assigned Purchase Order number. Invoices must also conform to the line items and unit prices in the Purchase Order. Unless otherwise noted, DISTRICT shall make payments on a net-45 day basis or within a reasonable time after VENDOR has completed its obligations hereunder and payment approval is granted by the authorized DISTRICT Representative. DISTRICT may also require the submittal of an IRS Form W-9 for taxpayer identification. Any monies due DISTRICT from VENDOR can be set off from any monies due VENDOR from DISTRICT whether or not under this Purchase Order.
15. **LICENSES AND PERMITS:** VENDOR and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with furnishing of materials, articles or services herein listed. All operations and materials shall be in accordance with the law.
16. **ANTI-DISCRIMINATION:** VENDOR agrees to adhere to all applicable laws that prohibit discrimination on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation.
17. **DEBARMENT CERTIFICATION:** VENDOR certifies that its company, and its principals have not been debarred, suspended, proposed for debarment, declared ineligible, are not in the process of being debarred, or are voluntarily excluded from conducting business with a federal department or agency of the federal government.
18. **PREVAILING WAGE:** VENDOR agrees to adhere to all applicable laws regarding prevailing wage and other requirements as established by the Department of Industrial Relations (DIR) of the State of California for any and all services rendered under this Purchase Order which in sum are greater than one thousand dollars (\$1,000). Contractors and/or sub-contractors must be registered with the DIR pursuant to Labor Code section 1725.5.