

IMPORTANT – READ THESE TERMS AND CONDITIONS

1. This order is subject to the terms and conditions appearing hereon, and by acceptance of this order Seller agrees to be bound thereby.
2. If there exists a conflict or variance between the terms and conditions set forth in the suppliers bid/quote documents, and the terms and conditions set forth in the this Purchase Order or Contract document, the District's terms and conditions shall take precedence over any other the terms and conditions.
3. ALL MERCHANDISE MUST BE SHIPPED PREPAID. Copies of the freight bills must accompany any invoices billing freight charges to the College District.
4. We cannot accept C.O.D. orders.
5. Time of delivery is of the essence of this contract. Buyer reserves the right to refuse any goods and to cancel all or any part of this order if seller fails to deliver all or any part of the goods in accordance with the terms of this order.
6. We reserve the right to cancel order if shipment is not made within sixty (60) days from receipt of purchase order.
7. Purchase order number must appear on all invoices and correspondence.
8. Material on this order is exempted from Federal Excise Taxes.
9. Separate invoices must be submitted for each purchase order.
10. Price increases, changes, or deletions will not be effective without approval by the District's Purchasing Department.
11. Cash discounts quoted will be taken from date of delivery of order and receipt of accurate invoices.
12. Whereas P.U.C. requires immediate payment of all freight bills, by acceptance of this order vendor herein agrees and so authorizes that freight bills for shipment made contrary to terms and conditions set forth hereon may be deducted from vendors invoice and paid directly to freight carrier.
13. Deliveries will be accepted only between 8:00 a.m. and 12:00 p.m. unless otherwise arranged.
14. HOLD HARMLESS CLAUSE. The contractor shall hold harmless and indemnify the Sonoma County Junior College District, it's officers and employees from every claim or demand which may be made by reason of:
 - a) Any injury to person or property sustained by the contractor/vendor, or by any person, firm or corporation, employed directly or indirectly by him upon or in connection with his performance under the contract, however caused.
 - b) Any injury to person or property sustained by any person, firm, or corporation, caused by an act, neglect, default, or omission of the contractor/vendor or any person, firm, or corporation, directly or indirectly employed by upon or in connection with his performance under the contract; and
 - c) Any liability that may arise from the furnishing or use of any copyrighted or uncopied composition, secret process or patented or unpatented invention, under this contract.The contractor/vendor at his own expense and risk shall defend any legal proceeding that may be brought against the District or the Board, its officers or employees, on any such claim or demand, and satisfy any judgment that may be rendered against any of them.
15. INSURANCE. The contractor shall maintain insurance adequate to protect him from claims under Workmen's Compensatory Acts, and from claims for damages for personal injury, including death and damage to property, which may arise from operations under the contract. The contractor may be required to file with the District certificates of such insurance. Failure to furnish such evidence, if required, may be considered default of the contractor.
16. PREVAILING WAGES; General Rate of Per Diem Wages.
 - a) ON FILE: As required by Labor Code Section 1773.2, the District has on file in its principal office copies of the general prevailing rate of per diem wages for workman employed on public work as determined by the Director of the Department of Industrial Relations. Said document shall be available to any interested party on request. Contractor shall post a copy of said document at each job site.
 - b) PREVAILING WAGE RATES: The Contractor and each subcontractor shall pay each worker performing work under this Contract at a rate not less than the prevailing wage as defined in labor Code Section 1771 and 1774 and Section 16000(a) of Title 8, California Administrative Code.
 - c) PENALTY: In accordance with Section 1775 of the California Labor Code, the Contractor shall forfeit to the District as penalty, the sum of twenty-five dollars (\$25) for each calendar day, or portion thereof, for each workman paid less than the prevailing wage rates, as determined by the Director of the California Department of Industrial Relations, for any work done under this Contract by him or by any subcontractor under him. Contractor shall also pay each workman the difference between the stipulated prevailing wages rates and the amount actually paid to such workman.
17. COMPLIANCE WITH SECTION 508: Vendor hereby warrants that the products or services to be provided under this agreement will 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 36 Code of Federal Regulations part 1194, prior to the time they are to be delivered or used by the District, and no payment shall be due to vendor until said requirements have been met. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to it attention. Vendor further agrees to indemnify and hold harmless the Sonoma County Junior College 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 may be grounds for termination of this agreement.
18. A signed Purchase Order is required prior to providing goods or services to the District.

SUBMISSION OF A BID CONSTITUTES ACCEPTANCE OF THESE TERMS