

1. NO SUBSTITUTIONS accepted without approval of the purchasing department.
2. All orders require a MCCD Purchase Order number to be processed.
3. Shipping must be FOB destination. DO NOT ship collect/COD.
4. Merced Community College District (MCCD) is EXEMPT from payment of FEDERAL EXCISE TAX under Chapter 32. IRS Code. Federal Tax ID # 77-0362218. Items are for the exclusive use of MCCD and not for resale.
5. MAIL invoices in duplicate to: ACCOUNTS PAYABLE, Merced Community College District, 3600 M. Street, Merced CA 95348-2898. Purchase order number must appear on all packages, invoices, and correspondence. Invoices must also conform to the line items and unit prices in the Purchase Order. Unless otherwise noted, the District shall make payments on a net-30 day basis or within a reasonable time after VENDOR has completed its obligations hereunder and payment approval is granted by the authorized District Representative.
6. The seller assumes all risks in connection with the merchandise ordered until delivery to MCCD as specified and accepted by MCCD.
7. Merchandise is subject to inspection and test by MCCD at the place of destination. If any merchandise is found at any time to be defective or nonconforming, MCCD, in addition to all other rights, shall have the right, in whole or in part, to reject and return the merchandise at seller's expense and to receive full credit for it, or to require its replacement without additional cost to MCCD.
8. MCCD may terminate this agreement and be relieved of the payment for any consideration if the contractor fails to perform the terms of this contract at the time and in the manner required. In the event of such termination, MCCD may proceed with the work in any manner deemed proper by MCCD. The cost to MCCD shall be deducted from any sum due the contractor under this agreement, and the balance, if any, shall be paid to the contractor upon demand.
9. All materials by purchase order and/or contract must comply with all federal, CAL-OSHA, and local safety rules and regulations. A MSDS is required on items designated by OSHA as hazardous materials.
10. The billing terms/cash discount available to the buyer shall begin on the date of acceptance of the merchandise or on the date of receipt of invoice, whichever is later.
11. **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 the DISTRICT, the Chancellor's Office of the California Community Colleges, and any California community college 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 the Purchase Order.
12. THIS PURCHASE ORDER EXPRESSLY LIMITS EXCEPTIONS TO THE TERMS AND CONDITIONS STATED HEREIN AND ANY SUPPLEMENTARY OR ADDITIONAL TERMS AND CONDITIONS ANNEXED HERETO OR INCORPORATED HEREIN BY REFERENCE. ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS PROPOSED BY SELLER ARE OBJECTED TO AND HEREBY REJECTED. THIS CONTRACT CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES, AND NO CLAIMED MODIFICATION, TERMINATION OR WAIVER SHALL BE BINDING UPON BUYER UNLESS IN WRITING SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF THE BUYER.
13. Permits & License Compliance: Provider shall maintain all appropriate permits, licenses, and certificates that may be required under this contract. Provider shall comply with all federal, state, and local law in its performance under this contract.
14. Termination: If provider fails to perform at the time and in the manner required by this contract, MCCD may terminate the contract by giving written notice to provider and paying the reasonable and proportionate amount for services already provided.
15. Hold Harmless: Provider shall indemnify and hold harmless MCCD, its officers, employees, agents, and volunteers from and against all claims, damages, losses, and expenses, herein caused in whole or in part by any negligent act or omission of the consultant, subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the negligence of MCCD.
16. Insurance: Provider shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the provider, its agents, representatives, or employees.

Coverage Required	Limits per Occurrence
General Liability	\$1,000,000.00
Automobile Liability	\$1,000,000.00
Workers' Comp/Employers' Liability	\$1,000,000.00