

## GENERAL TERMS AND CONDITIONS

This order is subject to the following terms and conditions. By accepting this purchase order or any part thereof, the Vendor accepts all terms and conditions.

1. **DEFINITIONS.** Long Beach Community College shall be referred to as "District" and the Vendor shall be referred to as "Vendor".
2. **ACCEPTANCE.** This purchase order constitutes acceptance of your offer to sell the goods/services as written. If Vendor refuses to accept this order exactly as written, they shall return it immediately with a written explanation. Delivery of goods/services shall indicate acknowledgement and acceptance of this order.
3. **LIMITATION OF PRICES.** Prices and amounts shown herein are the maximum amounts authorized on this purchase order.
4. **VARIATION IN QUANTITY OR QUALITY.** No variation in the quantity or quality of any item or service called for by this order shall be accepted, unless agreed to and specified elsewhere in this order. All goods and services must be as specified in the order. No substitution or variance from the specifications shall be allowed without prior written approval from the Purchasing Department.
5. **VENDOR'S PROPOSAL AND ACKNOWLEDGEMENT.** The terms and conditions as stated on this order prevail in the event of conflict with any terms of the vendor's proposal, and are not subject to change by reason of any written or verbal statements made by the vendor, or by any statement in vendor's acknowledgement unless accepted in writing by the District.
6. **INCORPORATION.** If bid or quote numbers appear on the purchase order, the terms and conditions of such bid proposal or quote apply to this purchase order and are incorporated by reference herein.
7. **PURCHASE AND PAYMENT DISCOUNTS.** In connection with any discount offered, the payment discount period shall begin on the date of delivery and acceptance at destination. The District shall be entitled to the maximum educational or any other discount offered.
8. **PAYMENT TERMS.** District payment terms shall be Net 45 unless otherwise specified on the purchase order.
9. **INVOICES.** Separate invoices are required for each purchase order. Invoices shall contain the following information: purchase order number, item number and description, quantity, unit price and extended totals for items delivered. Sales tax, shipping/handling/delivery charges shall also be shown separately and shall include the original or a copy of the prepaid bill of lading. Failure to enter the above information on the invoice shall cause a delay in payment.
10. **SHIPPING.** Unless otherwise specified in the purchase order, all goods are to be shipped prepaid, F.O.B. Destination. Where the District has given specific written authorization to ship goods F.O.B. Shipping Point, the vendor shall prepay all shipping charges, route goods the cheapest way (unless authorized by the District to use other means) and bill the District for the actual shipping/handling/delivery charges paid. Claims or invoices for shipping/handling/delivery charges which are not properly supported by either the original or a copy of the prepaid bill of lading will not be paid. The District's purchase order number shall be clearly referenced on each parcel and packing slip. Failure to include this information will cause a delay in inspection and acceptance of this order, resulting in a delay in payment. All items shall be prepared and packed for shipment in a manner that will prevent damage in transit. The District reserves the right to reject any shipment which appears to have suffered damage in transit. C.O.D. deliveries will not be accepted.
11. **RECEIVING.** District's Warehouse is open to receive shipments from 8:30 a.m. to 1:00 p.m. Monday through Friday. Deliveries will not be accepted on holidays. Summer hours may vary.
12. **INSPECTION AND ACCEPTANCE.** Inspection and acceptance will be at the receiving destination, unless otherwise provided by the District. Regardless of the F.O.B. designation, the Vendor agrees to bear all risks of loss, injury, delay or destruction of goods and materials ordered herein which occur prior to delivery, and such loss, injury, delay or destruction shall not release the Vendor from an obligation hereunder.
13. **HEALTH AND SAFETY.** The Vendor certifies, by shipment that all goods and equipment furnished under this order shall meet or exceed all applicable federal and state health and safety regulations, including CAL-OSHA codes.
14. **MSDS.** Vendor shall supply a MSDS referencing the purchase order with the first shipment of hazardous material and shall supply and updated MSDS upon its revision. Mail to Long Beach Community College District, Attn: EH&S, 4901 E. Carson Street – G4, Long Beach, CA 90808.
15. **WARRANTY.** The Vendor agrees that all supplies, equipment or services furnished under this purchase order shall be covered by the most favorable commercial warranties the Vendor provides any customer for such goods or services, and that the rights and remedies provided therein are in addition to and do not limit any rights afforded to the District by any other provisions of this order.
16. **FORCE MAJURE.** The Vendor shall be excused from performance hereunder during the time and to the extent that he is prevented from performing by act of God, fire, strike, lockout or commandeering of materials or facilities by the government, when satisfactory evidence thereof is presented to the District.
17. **INDEPENDENT CONTRACTOR.** While providing the goods or services ordered herein, the Vendor is an independent contractor and not an officer, employee or agent of the District.
18. **INDEMNIFICATION.** To the fullest extent permitted by the law, the Vendor shall indemnify, hold harmless and defend, the District, its Board of Trustees, officers, agents, employees and volunteers against any and all liability, claims, damages, losses and expenses, including reasonable attorneys' fees arising from all acts or omissions to act of the Vendor or its officers, agents, employees, volunteers and subcontractors, excluding, however, such liability claims, losses, damages, or expenses arising from the District's sole and active gross negligence or willful acts. The provisions of this section shall survive the obligations and termination of this agreement. Vendor agrees to pay for such tools or materials spoiled by it or not otherwise accounted for to the District's satisfaction.
19. **INSURANCE REQUIREMENTS.** The Vendor and its officers, employees, agents and subcontractors shall, at their expense, maintain and comply with insurance requirements below to protect Vendor and District from any and all claims

for personal injury, bodily injury and property damage arising from, pertaining to the scope of work under this agreement.

- a. Commercial General Liability. Minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate for personal injury, bodily injury and property damage including products and completed operations.
  - b. Automobile Liability. \$1,000,000 per occurrence with no annual aggregate limit per accident for bodily injury and property damage.
  - c. Workers Compensation for statutory limits and Employers liability for \$1,000,000.
  - d. Professional Liability. (Errors & Omissions), if applicable, of or equal to \$1,000,000 each claim, and \$3,000,000 annual aggregate with a maximum permissible deductible or self-insured retention of \$5,000 per claim.
  - e. Waiver of Subrogation. Vendor agrees that in the event of loss due to any perils for which it has agreed to apply Commercial General and Automobile Liability insurance, Vendor shall look solely to its insurance carrier(s) for recovery and grants a waiver of any right to subrogation which any such insurer of Vendor may acquire against the District by virtue of payments of any loss under this insurance.
  - f. Additional Insured. Insurance shall name the District and its Board of Trustees as additional insured on all policies except Workers Compensation and Professional Liability. Additional insured endorsements are required and must accompany certificates.
  - g. Notice of Cancellation. Certificate of Insurance shall provide thirty (30) day notice of cancellation.
  - h. All insurers must be duly licensed and admitted by the State of California.
20. **NON-DISCRIMINATION ENDORSEMENT**. Vendor agrees to comply with all applicable Federal and California state anti-discrimination laws and regulations and agrees not to unlawfully discriminate against any prospective or active employee engaged in the work on basis of race, color, age, ancestry, national origin, sex, religious creed, marital status, or physical or mental disability, or sexual orientation or any other category protected by the law, including but not limited to, the California Fair Employment Practice Act, beginning with Labor Code Section 1410, and Labor Code Section 1735. In addition, the Vendor agrees to require like compliance by all subcontractors employed.
21. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY**. (Applicable to all orders or agreements funded in part or in whole with federal funds) – The vendor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to, regulations implementing Executive Order 12549 (29 C.F.R. Part 98) & 12689. The Vendor certifies to the best of its knowledge and belief that it and its principals:
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.
  - b. Have not, within a three-year period preceding the receipt of this purchase order, been convicted of, or had a civil judgment rendered against them, for:
    - (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or

performing a public (federal, state, or local) or private transaction or contract; (2) Violation of Federal or State antitrust statutes; (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (4) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Vendor's present responsibility.

- c. Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (federal, state or local), with commission of any of the offenses enumerated above.
- d. Have not, within a three-year period preceding the receipt of this purchase order or agreement, had one or more public transactions (federal, state or local) terminated for cause or default.
- e. Shall not, except as otherwise provided under applicable federal regulations, knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded by any federal department or agency from participation in such transaction; and
- f. Include in all lower tier covered transactions, and all solicitations for covered transactions, provisions substantially similar to those set forth herein.

22. **INFORMATION AND COMMUNICATION TECHNOLOGY (ICT)**. The Vendor hereby warrants that the goods or services to be provided to the District 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 194. The Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. Vendor further agrees to indemnify and hold harmless the District 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 order or agreement.

Contractor is responsible for following all Federal and California accessibility laws set forth under Sec 508 of the Rehabilitation Act of 1973, passed in 2000 and updated in 2017 and California Government Code Section 7405. All materials and Information and Communication Technology (ICT) produced or provided by the Contractor, as part of this contract must meet the standards set forth under these laws. These requirements include, but are not limited to, closed captioning of all videos or portions of videos; all presentations; training materials; curriculum; computers; and all other ICT as defined under the law, must be created and delivered in a manner where they meet accessible requirements. All websites developed and maintained must be accessible, built to the most current and highest Web Content Accessibility Guidelines (WCAG), and be delivered with documentation allowing the District to certify it as accessible and in compliance with California

Government Code Sections 7405 and 11135. Contractor is responsible for all claims and expenses borne by the District, which arise out of the work under this contract, found to be non-compliant with Federal and California Laws. These costs include but are not limited to legal costs, court costs, and costs for remediation of work produced.

23. **COMPLIANCE WITH LOCAL STATE AND FEDERAL REGULATIONS.** The Vendor shall comply with all lawful requirements of the United States, the State of California, the District and all applicable municipalities and local agencies.
24. **ASSIGNMENT.** Neither this purchase order nor any interest in it or monies payable under it shall be assigned without the District's written consent.
25. **TERMINATION.** The District shall have the right to terminate the award with the Vendor without penalty pursuant to thirty (30) days written notice of termination to the Vendor.