

COUNTY OF SOLANO
STANDARD TERMS & CONDITIONS OF PURCHASE

1. **Acceptance:** By acceptance of this purchase order ("Purchase Order"), Vendor agrees to be bound by, and to comply with, these terms and conditions, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded. The terms of any proposal from Vendor referred to in this order are included and made a part of the order, but only to the extent of specifying the nature, price and delivery date of the goods and/or services ordered, and then only to the extent that such terms are consistent with the terms and conditions of this order. Any invoice, acknowledgement or other form used by Vendor shall not add to, amend, or modify these terms and conditions.
2. **Non-Discrimination:** Seller agrees to provide services without discrimination based on race, creed, color, ethnic, or linguistic identification, gender or sexual preference, disability or handicap or any other basis prohibited by law.
3. **Assignment:** This Purchase Order is assignable by County. Except as to any payment due, this Purchase Order is not assignable by Vendor without written approval of County.
4. **Cash Discounts:** In connection with any cash discount specified on this Purchase Order, time will be computed from the later of the date of (1) complete delivery of the goods and/or services as specified, or (2) receipt of correct invoices. Payment is deemed to be made, for the purpose of earning this discount, on the date of mailing of the County warrant or check.
5. **Changes:** County shall recognize no change to this Purchase Order by Vendor without written approval.
6. **Compliance with Laws:** Vendor shall comply with all laws, codes, regulations, rules and orders (collectively, "Regulations") applicable to the goods and/or services to be provided hereunder. Vendor's failure to comply with any applicable Regulations shall constitute a material breach of this Purchase Order.
7. **Governing Law:** This contract shall be construed and interpreted according to the laws of the State of California.
8. **Delivery:** Unless otherwise specified in writing in this Purchase Order, all shipments will be F.O.B. point of destination. Freight or handling charges are not billable unless referenced on this Purchase Order. Transportation receipts, if allowed by Purchase Order, must accompany invoice. Goods and materials must be properly packaged. Damaged goods and materials will not be accepted, and it will be the seller's responsibility to pick up rejected goods and materials, make the necessary corrections and redeliver acceptable goods and materials timely. Delivery is defined as complete delivery in good order, at place designated in the Specifications/Purchase Order.
9. **Insurance:** Vendor shall maintain Workers' Compensation insurance as required by statute and Commercial General Liability insurance adequate to protect Vendor and Vendor's obligations to protect the County from claims due to personal injury, including death, and damage to property, which may arise from operations under this Purchase Order. The Vendor may be required to file with the County certificates of such insurance naming County as an additional insured. Failure to furnish such evidence, if required, may be considered a material default of the Vendor and result in cancellation of this Purchase Order.
10. **Force Majeure:** Each party hereto shall be excused from performance hereunder resulting from delays caused by an act of God, war, civil disturbance, court order, governmental action, laws, orders, regulations, directions or requests, or as a result of events such as public enemies, fires, earthquakes, floods, strikes or other labor disturbances of the other party or any third party, or other cause beyond its reasonable control (financial inability excepted) and which it could not have prevented by reasonable precautions, and, such non-performance shall not be a default hereunder or a ground for termination thereof. In the event that Vendor is excused from performance under this paragraph, Vendor shall take all reasonable actions to resume or provide alternative performance of its obligations at no additional charge to County. If any such delay exceeds thirty (30) days, then County may terminate this Purchase Order.
11. **Formal Bids:** In the event this Purchase Order was issued as a result of a formal bid, terms and conditions of that bid are incorporated into this Purchase Order and are a part of this Purchase Order. In the event of any conflict or inconsistency between the terms of this Purchase Order and the terms of a formal bid, the terms of the formal bid shall control.
12. **Hazardous Materials:** If the product being supplied presents a physical or health hazard as defined in Title 8 of the California Code of Regulations, Section 5194, or if the product contains one or more of the substances listed on the "List of Hazardous Substances" prepared by the Director of the California Industrial Relations Department pursuant to Labor Code Section 6380, the Vendor shall forward a "Material Safety Data Sheet," pursuant to Cal/OSHA requirements, referencing this Purchase Order/sub order number with the product shipment.
13. **Timeliness:** Time is of the essence and this Purchase Order is subject to termination for failure to deliver services and/or products on time.
14. **Indemnity:** Vendor shall defend and indemnify the County and the employees and agents of the County (collectively, "County Parties") against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to or arising out of this Purchase Order, and arising either directly or indirectly from any act, error, omission or negligence of Vendor or its contractors, licensees, agents, servants or employees, including Claims caused by the concurrent negligent act, error or omission of County Parties. However, Vendor shall have no obligation to defend or indemnify County Parties against Claims (1) to the extent they arise from the active concurrent negligence of County Parties, or (2) caused by the sole negligence or willful misconduct of County Parties.
15. **Sales and Use Tax:** On invoices, show any sales or use tax if applicable, as separate items, giving permit number authorizing collection of Use Tax. Deduct cash discount before computing Sales and Use Tax.
16. **Termination for Cause – Cancellation:** The County may, by written notice of default to the Vendor, terminate this Purchase Order in whole or in part, should the Vendor fail to make satisfactory progress, fail to deliver within the time specified or fail to deliver in strict conformance to specifications or requirements set forth herein. In the event of such termination, the County reserves the right to purchase or obtain the supplies or services elsewhere and the defaulting Vendor shall be liable for the difference between the prices set forth in this Purchase Order and the actual cost thereof to the County. In such case, the prevailing market price shall be considered to be the fair repurchase price. The rights and remedies of County provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.
 - 16.1 If, after termination of this Purchase Order under the provisions of this clause, it is determined for any reason that the Vendor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 17, Termination for Convenience.
17. **Termination for Convenience:** The County may, by written notice stating the extent and effective date, terminate this Purchase Order for convenience in whole or in part, at any time. The County shall pay the Vendor, as full compensation for performance until such termination, the unit or pro-rata Purchase Order price for any delivered and accepted portion of the Purchase Order. In no event shall the County be liable for any loss of profits on the Purchase Order or portion thereof so terminated.
18. **Conflict of Interest:** No officer or employee of the County may have any financial interest, direct or indirect, in this Purchase Order, nor may any officer or employee participate in any decision relating to the Purchase Order that affects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.

No person may offer, give, or agree to give any County officer or County employee or former County officer or County employee, nor may any County officer or County employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.
19. **Warranty:** Vendor agrees that any goods and/or services furnished under this Purchase Order shall be covered by the most favorable commercial warranties Vendor gives to any of its customers for the same or substantially similar goods and/or services. Any warranties so provided shall supplement, and shall not limit or reduce, any right afforded to the County by any other Article of this Purchase Order or by any applicable Uniform Commercial Code warranties.
20. **Disallowance:** In the event the Contractor receives payment for services under this contract which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at its option, the County may offset the amount disallowed from any payment due to the Contractor under any contract with the County.
21. **Debarment Certification:** Certification regarding debarment, suspension or other ineligibility: (applicable to all orders or agreements funded in part or in whole with federal funds) - The Supplier 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).