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District Purchase Order
Terms and Conditions

1. All invoices, shipping tags and any correspondence must show purchase order number.
2. No merchandise will be accepted after 60 days from date of order unless authorized. If delivery cannot be made within 60 days, notify District of best delivery date possible. This order subject to cancellation if delivery date is not acceptable.
3. This District is not subject to federal excise tax (Exemption No. 94730436k). Please show separate deduction of this tax on invoice.
4. This order together with any written documents which may be incorporated herein by reference, constitute the entire agreement between the parties and supersedes all previous communications either oral or written. Acceptance of this order or the furnishing of any products or acceptance of any payment by Seller under this order constitutes acceptance by seller.
5. **Warranty Clause:** Seller warrants that all articles furnished shall be free from all defects of material and workmanship, that all articles shall be fit and sufficient for the purpose intended, and shall save, keep, bear harmless and fully indemnify the Buyer and any of its officers, employees or agents from all damages, or claims for damages, costs or expenses in law or equity that may at any time arise from Buyer's normal use.
6. Material safety data sheets required on all products purchased by Sierra College.
7. All items must meet CAL-OSHA requirements

EQUAL OPPORTUNITY EMPLOYMENT. Vendor in submitting his proposal shall state that he is an Equal Opportunity Employer and shall certify that he is in compliance with the Civil Rights Act of 1965, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment, including Executive Order NO. 11246 of September 24, 1965. Executive Order 11375 amended Executive Order 11246 by changing the word "creed" to "religion" and by adding the word "sex".

PURCHASES OF ELECTRONIC AND INFORMATION TECHNOLOGY. Vendor hereby warrants that the products or services to be provided under this agreement 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 Sierra Joint Community College 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 this agreement.

Sierra Joint Community College District Purchasing Services
5000 Rocklin Road, Rocklin, CA 95677
Phone: (916) 660-7626/7625, Fax: (916) 630-4521
www.sierracollege.edu/AboutUs/purchasing/