

CECIL COLLEGE
STANDARD PURCHASE ORDER TERMS AND CONDITIONS

1. Complete Agreement This order, including the terms and conditions, contains the complete and final agreement between Cecil College (College) and Seller. No other agreement or quotation in any way modifying and of said terms and conditions will be binding upon the College unless made in writing and signed by the College's authorized representative.
2. Purchase Order Number This purchase order number must appear on all material, packages, invoices, and correspondence.
3. Invoice Instructions Each order must be invoiced separately and the purchase order number shown on face of the invoice. All invoices are to be mailed to the Accounts Payable Department of Cecil College, One Seahawk Drive, North East, MD 21901. Failure to adhere to this procedure may result in delayed payment. Payment terms are net 30 days unless otherwise stated.
4. Delivery and Packaging Delivery shall be made in accordance with the solicitation specifications. The College shall have the right to cancel this order if it is not delivered within a reasonable time. Exceptions or inconsistencies contained in any printed form used by the Seller may not be accepted by the College. Delivery terms shall be FOB delivered, unless otherwise stated. All goods delivered under this agreement shall be packed in accordance with acceptable trade practices. Cartons containing packing lists must be so marked. Uncrated or bundled goods must be tagged with waterproof tags. All deliveries shall arrive at One Seahawk Drive, North East, MD 21901, Receiving Department, Monday thru Friday between the hours of 8:00 am and 3:30 pm.
5. Warranty and Non-Conforming Goods All goods received shall be subject to inspection by the College. The College shall have a reasonable time within which to inspect the goods and shall not be obligated to inspect goods purchased as spare parts, inventory, or for future use until the same are to be used by the College. Excess or defective goods or goods not in accordance with the College specifications will be held for a reasonable period of time for disposition in accordance with Seller's instructions at Seller's risk and expenses and, if Seller directs, will be returned at Seller's expense. Payment for goods or services furnished or performed by Seller shall not constitute acceptance by the College, and such payments shall be deemed to have been made without prejudice to any and all claims the College may have against Seller.
6. Quantities The College assumes no obligation for articles or materials shipped in excess of the quantity ordered. Any over shipments will be subjected to rejection and may be returned at Seller's expense.
7. Delays: Force Majeure Seller shall not be liable for delays in manufacture or delivery of goods and services and the College shall not be liable for delay in acceptance of any part of such goods and services to the extent that such delays are due to causes beyond the reasonable control of the party (Seller or College) affected thereby, such as acts of God, acts of civil or military authorities, governmental priorities, fires, strikes, lockouts, floods, war or acts of terrorism, provided that the party affected thereby promptly notifies the other party of such event and uses its best efforts to remedy the situation within a reasonable period of time.
8. Tax Exemption The College is generally exempt from Federal Excise Tax and Maryland Sales and Use Tax. Exemption certificates shall be completed upon request.
9. Governing Law This Agreement shall be governed by the laws of the State of Maryland. Any dispute of the terms and conditions hereunder shall be brought in a competent court in the Cecil County, Maryland, and the parties hereto waive any and all objection to the Cecil County, Maryland being the chosen venue for the resolution of any dispute hereunder.
10. Indemnification The College shall not assume any obligation to indemnify, hold harmless or pay attorneys' fees that may arise from or in any way be associated with the performance or operation of this agreement.
11. Intellectual Property Seller agrees to indemnify and save harmless the College, its Trustees, officers, agents, and employees with respect to any claim, action, cost, or judgment for patent infringement or trademark/copyright violation arising out of purchase or use of materials, supplies, equipment, or services covered by this agreement.
12. Termination for Convenience Upon written notice to the Seller, the College may terminate this contract, in whole or in part, whenever the College shall determine that such termination is in the best interest of the College. Upon such termination Seller agrees to waive all claims for damages, including those for loss of anticipated profits, and to accept as its sole remedy for termination the value of all work performed prior to the termination and reasonable costs occasioned by termination; provided, however, that the College shall have no liability whatsoever for goods which are Seller's standard stock.
13. Termination for Default When the Seller has not performed or has unsatisfactorily performed the agreement, payment shall be withheld at the discretion of the College. Failure on the part of a Seller to fulfill contractual obligations shall be considered just cause for termination of the agreement and the Seller is not entitled to recover any costs incurred by the Seller up to the date of termination.

14. Disputes Pending resolution of a claim, the Seller shall proceed diligently with the performance of this agreement in accordance with the decision of the Vice President of Administrative Services.

15. Conflict of Interest Law It is unlawful for any College Trustee, officer, employee or agent to participate personally in his official capacity through decision, approval, disapproval, recommendation, advice, or investigation in any agreement or other matter in which he, his spouse, parent, minor child, brother, or sister has a financial interest or to which any firm, corporation, association, or other organization in which he has a financial interest or in which he is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, is a party, unless such Trustee, officer, employee, or agent has previously notified the Vice President of Administrative Services, in writing, of the relationship of that individual with the Seller and has received an ethics waiver or opinion of no conflict of interest.

16. Non-Discrimination Seller agrees a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employee; b) to include a provision similar to that contained in subsection (a) above in any subcontract for standard commercial supplies or raw materials; and c) to post and to cause subcontractors to post in conspicuous places to employees and applicants for employment, notices setting forth the substance of this clause.

17. Assurance of Non-Conviction of Bribery Seller hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners and none of its employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the Federal Government.

18. Insolvency To the fullest extent permitted by law, and subject to any order of any Court of competent jurisdiction to the contrary, the following shall govern. If the College has reasonable cause to believe the Seller is insolvent, or if any petition in bankruptcy or under any law for the relief of debtors is filed by or in respect of Seller, then at the option of the College, the agreement shall immediately terminate. In no event shall the agreement become an asset in any such proceeding nor shall the College be bound hereby after any act of bankruptcy by Seller. Any delay by the College in the exercise of the right to terminate under this section shall not diminish or waiver that right.

19. Hazardous and Toxic Substances Seller must comply with all applicable Federal, State, County, and local laws, ordinances, and regulations relating to hazardous and toxic substances, including such laws, ordinances, and regulations pertaining to access to information about hazardous and toxic substances, and as amended from time to time. Seller shall provide directly to the Manager of Procurement a "Material Safety Data Sheet" including reference to the purchase order number, or in the case of a controlled hazardous waste substance, a hazardous waste manifest for all hazardous chemicals listed or subsequently added to the Chemical Information List in compliance with applicable laws, ordinances, and regulations.

20. Audit Seller shall permit audit and fiscal and programmatic monitoring of the work performed under any agreement issued. The College shall have access to and the right to examine and / or audit any records, books, documents, and papers of Seller and any subcontractor involving transactions related to this agreement during the term of this agreement and for a period of three (3) years after final payment under this agreement.

21. Record Retention Seller shall retain and maintain all records and documents relating to the subject matter of this agreement for three (3) years after final payment by the College under this agreement.

22. Maryland Public Information Act Seller recognizes that the College is subject to the Maryland Public Information Act, as outlined in the Annotated Code of Maryland. Seller agrees that it will provide any justification as to why any material, in whole or in part, is deemed to be confidential, proprietary information, or trade secrets and provide any justification of why such materials should not be disclosed pursuant to the Maryland Public Information Act.

23. Compliance With Laws Seller agrees to comply, at no additional expense, with all applicable executive orders, Federal, State, County, regional and local laws, ordinances, rules and regulations in effect as of the date of this agreement and as they may be amended from time to time, including but not limited to the equal employment opportunity clause set forth in 41 CFR 60-250.4.

24. Delays and Extension of Time

A. The Contractor agrees to perform the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the work specified in this contract.

B. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor, subcontractor, or suppliers.

25. Contract Modifications The College may at any time, by written order and without notice to the sureties, make changes within the general scope of the contract including but not limited to changes (a) in any drawings, designs, or specifications; (b) in the method, quantity, or manner of performance of the work; (c) in any College furnished facilities, equipment, materials, services, or site; or (d) directing acceleration in the performance of the work.

26. Compensation Contractor shall be paid only for items or services that are specifically named in this contract. No additional costs for items or services will be paid by the College without its prior express written consent.

27. Liquidated Damages For each day that any work shall remain uncompleted beyond the time(s) specified in the contract, the Contractor shall be liable for liquidated damages in the amount(s) provided for in the solicitation. Due account shall be taken of any adjustment of specified completion time(s) for completion of work as granted by approved change orders.

28. Non-Collusion Seller certifies that it has neither agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith; Seller also certifies that it has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the Seller or offeror herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the bid or offer is submitted.

29. Insurance The Seller or Contractor will be required to have proper identification, showing Supplier name and technician name, at all times while on campus. The Seller or Contractor shall maintain such insurance as will indemnify and hold harmless the College from Workmen's Compensation and Public Liability claims for property damage and personal injury, including death, which may arise from the Seller's or Contractor's operations under this agreement, or by anyone directly or indirectly employed by Seller or Contractor.

30. Non-Visual Access The bidder or offeror warrants that the information technology offered under this bid or proposal (1) provides equivalent access for effective use by both visual and non-visual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and non-visual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for non-visual access. The bidder or offeror further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for non-visual access will not increase the cost of the information technology by more than 5 percent. For purposes of the regulation, the phrase "equivalent access" means the ability to receive, use, and manipulate information and operate controls necessary to access and use information technology by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output."