

Terms and conditions applicable to County of Fresno purchase orders:

1. By shipping on this order, the Vendor warrants that he/she has read and is in compliance with these instructions.
2. Ship on this order only if the terms and conditions are accurate. No deviations or extra charges are permitted. If the complete shipment cannot be made or if changes are necessary, notify the ordering department immediately.
3. **Follow "SHIP TO" instructions exactly.** Include packing list with shipment; packing list must include Purchase Order Number. Mark plainly every package with name of institution, department, or agency in full to which goods are to be delivered.
4. **INVOICE TO: County of Fresno, same as "SHIP TO" or BILL TO" address** and include Purchase Order Number and a copy of paid freight bill when freight is listed as a separate item on the invoice. Invoices sent to other than "SHIP TO" or "BILL TO" address on the Purchase Order will not be processed for payment.
5. Prepay freight charges. Delivery time, unless otherwise stipulated, shall be made between 8:00 a.m. and 5:00 p.m., Monday through Friday, inclusive.
6. Purchase Orders shall be governed in all respects by the laws of the State of California.
7. **ASSIGNMENT:** Neither party shall assign this agreement nor its rights or duties under this agreement without written consent of the other party.
8. **EXAMINATION OF SITE:** The Vendor shall have examined the site of work and shall be responsible for having acquired full knowledge of the job and of all problems affecting it. No variations or allowance from the contract sum will be made because of lack of such examination.
9. **TAXES, PERMITS & FEES:** The Vendor shall pay for and include all federal, state and local taxes direct or indirect upon materials, and pay all fees for and obtain all necessary permits and licenses, unless otherwise specified herein. Tax is applied to individual items.
10. **HOLD HARMLESS:** CONTRACTOR agrees to indemnify, save, hold harmless and at COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents or employees under this Agreement, and from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers, agents, or employees under this Agreement.
11. **INSURANCE:** Without limiting the County's right to obtain indemnification from contractor or any third parties, contractor, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:
 - A. **Commercial General Liability:** Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis. County may require specific coverage including completed operations, product liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of the contract.

- B. **Automobile Liability**: Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto used in connection with this Agreement.
- C. **Professional Liability**: If Contractor employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.
- This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of three years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.
- D. **Worker's Compensation**: A policy of Worker's Compensation insurance as may be required by the California Labor Code.
12. **PAYMENT**: The County agrees to pay Vendor after receipt of an invoice and as full compensation for satisfactory completion of the project/service, a single lump sum payment.
13. **DISCOUNTS** will be taken based on the date of the invoice receipt on the Auditor-Controller/Treasurer-Tax Collector's Office, the date of merchandise delivery, or the date of the resolution of a shipping or billing discrepancy (i.e. over or under shipment, erroneous invoice), whichever is later.
14. **PARTIAL PAYMENTS** for goods received will not be allowed unless it is a blanket Purchase Order, standing order, a Purchase Order with specific instructions within its body that allows partial payments, or the partial payment is approved in writing in advance by the Purchasing Division.
15. **DEFAULT**: In case of default by Vendor, the County may immediately terminate this agreement, withhold any payments due, procure the articles from another source, recover the loss occasioned thereby from any unpaid balance due the Vendor, and take any other legal actions available to the County. The prices paid by the County shall be considered the prevailing market price at the time such purchase is made.
16. **INSPECTION**: Inspection on deliveries or offers for deliveries, which do not meet specifications, will be at the expense of the Vendor.
17. **TERMINATE**: The County reserves the right to terminate this Purchase Order or part thereof upon written notice to the Vendor. In the event of such termination, the Vendor shall be paid for satisfactory services or supplies provided to the date of termination.
18. **PATENT INDEMNITY**: The Vendor shall hold the County of Fresno, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance, furnished or used under this Purchase Order.
19. **MATERIAL SAFETY DATA SHEET**: With the invoice, or within 25 days of delivery, the seller must provide to the County a **MATERIAL SAFETY DATA SHEET** for each product which contains any substance on "The List of 800 Hazardous Substances" published by the State Director of Industrial Relations. (See Hazardous Substances Information and Training Act. California State Code, Sections 6360 through 6399.7).

20. INSTALLATION OR CONSTRUCTION:

- A. All work shall be performed in a good and workmanlike manner.
- B. All work and material to conform to all applicable state, local and other codes and regulations.
- C. All materials shall be new and of merchantable grade, free from defect.
- D. Damage to existing construction, equipment, planting, etc., by the Vendor in the performance of his work shall be replaced or repaired and restored to original condition by the Vendor.
- E. The Vendor shall at all times keep the premises clean from accumulation of waste materials or rubbish caused by his employees or work and shall remove all resulting work debris from the job site.
- F. Vendor shall coordinate and schedule the work with the County so that any interruption to the normal business operations is kept to a minimum.
- G. All material and workmanship shall be subject to inspection, examination and test by the County and the county shall have the right to reject defective material and workmanship or require its correction.
- H. Vendor shall hold the County, its officers and employees, harmless and indemnify and defend the County, its officers and employees, against the payment of any and all costs and expenses, claims, suits, and liability resulting from or arising out of or in any way connected with any negligent or wrongful acts or omissions of Vendor, its officers and employees or failing to perform any work, services or functions provided for or referred to or in any way connected with any work, services or functions to be performed under this agreement.
- I. It is expressly understood that in the performance of the services herein provided for, Vendor is an independent contractor and is not an agent or employee of the County.

21. YEAR COMPLIANCE WARRANTY: Vendor warrants that any product furnished pursuant to this Agreement/order shall support a four-digit year format and be able to accurately process date and time data from, into and between the twentieth and twenty-first centuries, as well as leap year calculations. "Product" shall include, without limitation, any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein. This warranty shall survive termination or expiration of this Agreement.

22. AUDIT AND RETENTION: The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

23. ELECTRONIC SIGNATURES: The parties agree that this Agreement may be executed by electronic signature as provided in this section.

- A. An "electronic signature" means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) of a handwritten signature.

- B. Each electronic signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.
- C. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).
- D. Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.

This Agreement is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Agreement with an original handwritten signature.