

## Vendor Terms and Conditions

Project Title: REQ-0001102 Workstation Upgrade San Bernardino
Company Name ("Vendor"):

The terms and conditions listed below with an “X” are required. Vendors must read each requirement thoroughly, initial in acknowledgement and as an attestation to their organization's compliance. A new signed “Vendor Terms and Conditions” document is required for each requisition or project.

### 1. Non-Discrimination

In the performance of this agreement, Vendor shall not discriminate in recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, or physical or mental disability and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900 et. seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order no. 11246 (30 Federal Register 12319), and all administrative rules and regulations issued pursuant to said Acts and Order. Vendor shall likewise require each subcontractor to comply with this paragraph and shall include in each subcontract language similar to this paragraph.

- (a) Vendor must post notices set forth in the provisions of this nondiscrimination clause in a conspicuous place available to employees and applicants for employment. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for meeting the intent of this section.

(Initial)
 In Compliance:     Yes                       No  
 N/A (please explain): \_\_\_\_\_

### 2. Termination

All contracts in excess of \$10,000 shall contain suitable provisions for termination by CCRC, including the manner by which termination shall be effected and the basis for settlement. In addition, such contracts shall describe the conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated due to circumstances beyond the control of the contractor.

(a) In the event Vendor fails to comply with any term or condition of this agreement, or fails to provide the supplies or services in the manner agreed upon by the parties, this failure shall constitute a breach of the agreement. CCRC at its sole discretion shall either notify the Vendor that it must cure this breach within fifteen (15) days of notice of breach or provide written notification of its intention to terminate this agreement. CCRC reserves the right to terminate this agreement for its convenience and will reimburse Vendor for actual costs incurred in performance of this agreement through the effective date of termination. Upon receipt of notice of termination, Vendor shall immediately take action not to incur any further obligations, cost, or expenses except as may be reasonably necessary to termination activities. All finished or unfinished materials procured or produced by Vendor hereunder shall, at the option of CCRC, become CCRC property upon the date of such termination.

\_\_\_\_\_ (Initial)      In Compliance:       Yes       No  
 N/A (please explain): \_\_\_\_\_

**3. Equal Employment Opportunity**

All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

\_\_\_\_\_ (Initial)      In Compliance:       Yes       No  
 N/A (please explain): \_\_\_\_\_

**4. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)**

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by CCRC and its subrecipients shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Under this Act, contractors are required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. CCRC will place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. CCRC shall also obtain reports from

contractors on a weekly basis in order to monitor compliance with the Davis-Bacon Act. CCRC shall report all suspected or reported violations to the Federal awarding agency.

\_\_\_\_\_ (Initial) In Compliance:  Yes  No  
 N/A (please explain): \_\_\_\_\_

**5. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)**

Where applicable, all contracts awarded by CCRC in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Works Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5).

Under Section 102 of the Act, each contractor is required to compute wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic pay rate for all hours worked in excess of 40 hours in the work week.

Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

\_\_\_\_\_ (Initial) In Compliance:  Yes  No  
 N/A (please explain): \_\_\_\_\_

**6. Rights to Inventions Made Under a Contract or Agreement**

Contracts or agreements for the performance of experimental, developmental or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organization and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

\_\_\_\_\_ (Initial) In Compliance:  Yes  No  
 N/A (please explain): \_\_\_\_\_

**7. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended**

Contracts and subgrants of amounts in excess of \$150,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

\_\_\_\_\_ (Initial)      In Compliance:       Yes       No  
 N/A (please explain): \_\_\_\_\_

**8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

For all contracts or subgrants of \$100,000 or more, CCRC shall obtain from the contractor or subgrantee a certification that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Likewise, since each tier provides such certifications to the tier above it, CCRC shall provide such certifications in all situations in which it acts as a subrecipient of a subgrant of \$100,000 or more.

\_\_\_\_\_ (Initial)      In Compliance:       Yes       No  
 N/A (please explain): \_\_\_\_\_

**9. Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c)**

All contracts and sub-grants in excess of \$2,000 for construction or repair awarded by CCRC and its sub-recipients shall contain a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented by Department of Labor regulations 29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.” This Act provides that each contractor or sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which they are otherwise entitled. CCRC will report all suspected or reported violations to the Federal awarding agency.

\_\_\_\_\_ (Initial) In Compliance:  Yes  No  
 N/A (please explain): \_\_\_\_\_

**10. Debarment and Suspension (E.O.s 12549 and 12689)**

For all contracts in excess of the small purchase threshold fixed at 41 U.S.C. 403(11) (\$100,000 in 2008), CCRC shall obtain from the contractor a certification that neither the contractor nor any of its principal employees are listed on the General Services Administration’s List of Parties Excluded from Federal Procurement or Non-procurement Programs.

\_\_\_\_\_ (Initial) In Compliance:  Yes  No  
 N/A (please explain): \_\_\_\_\_

**11. Bonding**

CCRC will require bonding when deemed necessary to help ensure the interests of the agency and the funding source are protected. Minimum bonding requirements will include the following: (2 CFR Part 200.325) [45 CFR Part 75.334]

- A bid guarantee in the form of a bid bond, certified check, or other negotiable instrument from each vendor equivalent to five percent of the bid price assuring that the vendor will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- A performance bond on the contractor’s part for 100 percent of the contract price, to be executed in connection with a contract to secure fulfillment of all the contractor’s obligations under the contract.
- A payment bond for 100 percent of the contract price, executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in execution of the work provided for in the contract.

\_\_\_\_\_ (Initial) In Compliance:  Yes  No  
 N/A (please explain): \_\_\_\_\_

**12. Workers Compensation**

If the vendor has employees, or hires employees during the term of engagement, Workers’ Compensation, as required by the State of California, with Statutory Limits and Employer’s Liability Insurance, is required.

\_\_\_\_\_ (Initial)

In Compliance:  Yes  No

N/A (please explain): \_\_\_\_\_

**☒ 13. Remedies**

All contracts in excess of the small purchase threshold fixed at 41 U.S.C. 403(11) (\$100,000 in 2008) shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms.

\_\_\_\_\_ (Initial)

In Compliance:  Yes  No

N/A (please explain): \_\_\_\_\_

**☒ 14. Infringement Indemnity**

Vendor shall defend and indemnify at its sole expense any suit, claim, allegation of any kind or nature against CCRC based on or arising from in any way a claim that any item furnished under this agreement or the normal sale thereof infringes any United States Letters Patent or copyright and shall pay costs, including attorneys fees and damages finally awarded in any such suit provided Vendor is notified in writing of the suit and given authority, information, and assistance at Vendor's expense for defense of same if the use of said item is enjoined as a result of such suit. Vendor, at no expense to CCRC, shall obtain for CCRC the right to use and sell said item or shall substitute an equivalent item acceptable to CCRC and extend this patent indemnity thereto.

\_\_\_\_\_ (Initial)

In Compliance:  Yes  No

N/A (please explain): \_\_\_\_\_

**☒ 15. Force Majeure**

Neither CCRC nor Vendor shall be liable or deemed to be in default for any delay or failure in performance under this agreement or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, pandemic, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of CCRC or Vendor.

\_\_\_\_\_ (Initial)

In Compliance:  Yes  No

N/A (please explain): \_\_\_\_\_

**16. Indemnification**

Vendor agrees to hold harmless, indemnify, and defend CCRC, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, claim, allegation, cost, or expenses which CCRC, its officers, employees, agents, representatives, and successors-in-interest may incur or be required to pay by reason of any injury or property damage caused or incurred by Vendor, its employees, contractors, or agents in the performance of this agreement.

                     (Initial)                      In Compliance:             Yes                       No  
 N/A (please explain): \_\_\_\_\_

**17. Assignments and Subcontractors**

Neither this agreement or any interest herein nor claim hereunder may be assigned by Vendor voluntarily or by operation of law, nor may all or substantially all of this agreement be further subcontracted by Vendor without the prior written consent of CCRC. Consent by CCRC shall not be deemed to relieve Vendor of its obligations to comply with the requirements hereof.

                     (Initial)                      In Compliance:             Yes                       No  
 N/A (please explain): \_\_\_\_\_

**18. Changes**

By written notice, CCRC may, from time to time, order work suspension or make changes in quantities, drawings, specifications, place of delivery or delivery schedules, methods of shipment and packaging and/or property and services to be furnished by CCRC. If a change causes an increase or decrease in the price of this agreement or in the time required for its performance, Vendor shall promptly notify CCRC and assert its claim for adjustment within thirty (30) days after the change is ordered and an equitable adjustment shall be made to the agreement. However, nothing in this clause shall excuse Vendor from proceedings immediately with the agreement as changed.

                     (Initial)                      In Compliance:             Yes                       No  
 N/A (please explain): \_\_\_\_\_

**19. Title and Risk of Loss**

Unless otherwise provided in this agreement, Vendor shall have title to and bear the risk of any loss of or damage to items purchased hereunder until they are delivered in conformity with this agreement at the F.O.B. point specified herein. Upon such delivery,

title shall pass from Vendor to CCRC and Vendor's responsibility for loss or damage shall cease, except for loss or damage resulting from Vendor's negligence. Passing of title upon such delivery shall not constitute acceptance of the item by CCRC.

\_\_\_\_\_ (Initial) In Compliance:  Yes  No  
 N/A (please explain): \_\_\_\_\_

**☒ 20. Inspection and Acceptance**

All items are subject to final inspection and acceptance by CCRC at destination notwithstanding any payment or prior inspection at Vendor's facilities. Final inspection will be made within a reasonable time after receipt of items hereunder.

\_\_\_\_\_ (Initial) In Compliance:  Yes  No  
 N/A (please explain): \_\_\_\_\_

**☒ 21. Cash Discount**

Cash discount period will be computed either from the date of delivery and acceptance of the goods ordered or the date of receipt of correct and proper invoices, prepared in accordance with the terms of the purchase order, whichever is later.

\_\_\_\_\_ (Initial) In Compliance:  Yes  No  
 N/A (please explain): \_\_\_\_\_

**☒ 22. Sales or Use Taxes**

Unless otherwise definitely specified, the prices quoted herein does include sales or use taxes.

\_\_\_\_\_ (Initial) In Compliance:  Yes  No  
 N/A (please explain): \_\_\_\_\_

**☒ 23. Transportation Charges**

No charges for transportation, unloading, containers, packing, etc., will be allowed unless specified in vendor's quotation.

\_\_\_\_\_ (Initial) In Compliance:  Yes  No  
 N/A (please explain): \_\_\_\_\_



**24. Federal, State, and Local Laws**

Vendor warrants that in the performance of this agreement it shall comply with all applicable Federal, State, and local laws and ordinances and all lawful orders, rules and regulations thereunder.

\_\_\_\_\_  
(Initial)

In Compliance:  Yes  No

N/A (please explain): \_\_\_\_\_

**25. Payment**

Unless otherwise provided in writing by CCRC, terms are net thirty (30) days.

\_\_\_\_\_  
(Initial)

In Compliance:  Yes  No

N/A (please explain): \_\_\_\_\_

**26. Disputes**

Any and all disputes arising out of or in any way relating to this Agreement shall be filed in the State of California, County of Los Angeles and shall be governed by California law without regard to the conflicts of law doctrine. The prevailing party in such a dispute which is based on, related to or in any way arising from this Agreement shall receive all reasonable attorneys fees and statutory costs associated with the dispute including those incurred before the filing of any action or proceeding.

\_\_\_\_\_  
(Initial)

In Compliance:  Yes  No

N/A (please explain): \_\_\_\_\_

**Signature**

IN WITNESS HEREOF, Vendor has acknowledged and agreed to these Terms and Conditions as of the Date indicated below.

By: \_\_\_\_\_ Name: \_\_\_\_\_  
(Sign) (Print)

Date \_\_\_\_\_, 20\_\_\_\_