

SUSSEX COUNTY COMMUNITY COLLEGE

PURCHASE ORDER TERMS AND CONDITIONS

Purchase Order (PO): Purchase Orders are not valid unless signed by the Purchasing Department. Sussex County Community College, hereafter referred to as SCCC, will not recognize claims based on verbal orders.

Acceptance of PO: Vendor's commencement or shipment of goods shall be deemed acceptance of PO. Any acceptance of this PO is limited to acceptance of the express specifications, terms, and conditions contained herein.

Changes: Vendors shall not exceed the quantity or substitute any of goods and services specified on this PO without a written change order signed by the Purchasing Department of SCCC. Vendors should contact the Purchasing Department with any discrepancies or changes before placing the order.

Shipment: Delivery must be made within the time stated on the PO. If delivery is not made by the date indicated on this PO, SCCC may cancel the order without any liability whatsoever.

Vendors will ship goods FOB destination by the method incurring the least expense to SCCC unless otherwise specified on the PO. PO number must be clearly printed on all packing lists, packages, and other written documents corresponding to this order. Packing lists indicating the content of the shipment shall be enclosed in each and every box or package shipped pursuant to this order.

Vendors should note that SCCC does not have a loading dock, and inside delivery is required unless previous arrangements have been made with the Purchasing Department. A minimum of three business days notice is required for all products requiring installation.

Warranty: Vendors expressly warrant that all goods and services provided under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Vendors further warrant that all goods and services provided will be safe and appropriate for the purpose for which goods or services of that kind are normally used.

Payment for the goods delivered shall not constitute acceptance thereof. SCCC shall have the right to inspect such goods and to reject any or all of said goods which are in the College's judgment defective or nonconforming. Goods rejected and goods supplied in excess of quantities called for herein may be returned to Seller at its expense.

Insurance and Indemnification: Vendors shall defend, indemnify, and hold harmless SCCC against all damages, claims, or liabilities and expenses (including attorneys' fees) arising out of or resulting in any way from any defect in the goods or services purchased hereunder, or from any act or omission of the Vendor, its agents, employees, or subcontractors. This indemnification shall be in addition to the warranty obligations of the Vendor. Vendors shall carry insurance necessary to indemnify SCCC against any claim for loss, damages, or injury, to property or persons arising out of the performance of this contract.

Price and Payment: The price stated on this PO includes all charges for packaging, special handling, and freight, FOB destination. No modification or adjustment of the stated price may be made without a signed change order.

All invoices related to this order must clearly state the PO number. Invoices should be sent to SCCC, attention Accounts Payable, upon completion of service.

Taxes: SCCC is established under the authority of the State of New Jersey and is entitled to exemption from State, Federal, and local taxes, including New Jersey Sales Tax.

APPLICABLE LAWS

Affirmative Action: Vendors providing goods and services to SCCC shall comply with requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27, pertaining to Affirmative Action.

Business Registration: Public Law 2004, c.57, known as Business Registration of Public Contractors, requires businesses providing goods or services to SCCC at or over fifteen percent of the current bid threshold cumulatively to register with the State and provide proof of that registration to SCCC prior to entering into a procurement contract. For more information on P.L. 2004, c.57 vendors may refer to http://www.state.nj.us/dca/lgs/faqs/busregis/business_registration_faq.html.

Political Contribution Disclosure: Vendors providing goods or services valued in excess of \$17,500 and not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 *et seq.* must attest that the vendor, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the *municipality/county* if a member of that political party is serving in an elective public office of that *municipality/county* when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that *municipality/county* when the contract is awarded.

Public Works: The Public Works Contractor Registration Act (N.J.S.A. 34:11-56.48, et seq.) requires all contractors, subcontractors, or lower tier subcontractors engaging in the performance of any public work to register with the Department of Labor and Workforce Development. Proof of Public Works Contractor Certification must be submitted to SCCC prior the performance of any public works project.

Regulation N.J.A.C. 12:60-2.1 and 6.1 of the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 *et seq.* requires that certified payroll records, evidencing payment of NJ prevailing wage rates, must be submitted to the public body, by all contractors and subcontractors, for each employee on the project within ten (10) days of the payment of wages. The public body shall receive, file and make available for inspection during normal business hours the certified payroll records.