



**STANISLAUS COUNTY  
PURCHASE ORDER  
TERMS AND CONDITIONS**

This Purchase Order ("Order" or "PO") is entered into by and between Stanislaus County ("County") and the entity providing the goods, equipment, or services identified on the face of this Order ("Vendor"). The term "Vendor" is used herein as a comprehensive designation that includes any contractor, independent contractor, service provider, consultant, supplier, or other business entity, including their respective personnel and subcontractors, fulfilling the obligations of this Order. "Goods and Services" means, collectively, all items and work supplied by the Vendor pursuant to this Order. This includes: (a) "Goods," meaning all goods, vehicles, equipment, materials, supplies, parts, components, and any related deliverables; and (b) "Services," meaning all labor, work, tasks, installation, maintenance, repairs, consulting, or other services performed by the Vendor pursuant to this Order.

**1. SCOPE OF WORK**

- a. **Applicability and Acceptance.** By providing the Goods and Services or otherwise commencing performance under this Order, Vendor expressly acknowledges the terms and conditions of this PO and consents to be bound by the terms herein.
- b. **Terms and Conditions.** These terms govern the provision of all Goods and Services listed on this Order.
- c. **County Contracts and Master Agreements.** If reference is made to a County Contract or Master Agreement on the face of the PO, the terms of the County Contract or Master Agreement prevail over any inconsistent terms and conditions of this PO.
- d. **Cooperative Purchasing.** If the Goods and Services procured under this Order are based upon a cooperative purchasing program or master agreement, the terms and conditions of that underlying cooperative contract are incorporated herein by reference. In the event of a conflict or inconsistency between this Order and the cooperative contract, the terms most favorable to the County shall control.
- e. **Order of Precedence.** This PO shall prevail over any inconsistent terms in Vendor's proposal, quote, or acknowledgment. Any reference to Vendor's proposal is solely for the purpose of incorporating the description of Goods and Services and pricing; any additional or conflicting terms and conditions included in such proposal (e.g., indemnification limits, choice of law) are expressly rejected by the County.
- f. **Installation and Training.** Unless otherwise specified, Vendor's scope of work includes assembly, mounting, and setting in place, as well as removal of old Goods and packaging when requested by the County. Vendor shall provide necessary training to County personnel at no additional cost unless expressly excluded.
- g. **Temporary Help.** Services provided under this PO shall be in accordance with County Code Title 3, Personnel, Chapter 3.65 Contracting with Temporary Help Firms, et seq., and shall not exceed 90 billable days.

**2. ACCEPTANCE AND MODIFICATIONS**

- a. **Entire Agreement.** This PO constitutes the entire agreement between the Vendor and the County. It supersedes all prior oral or written agreements.
- b. **No Changes Without Writing.** No alteration or variation of the terms of this PO shall be valid unless made in writing and approved by the County in writing.

**3. INVOICING AND PAYMENT**

- a. **Invoicing.** Vendor must submit itemized invoices to the "Bill To"

address. Invoices must clearly show the PO number.

- b. **Separation of Orders.** Each PO must be invoiced separately; items from different POs must not be billed on the same invoice.
- c. **Payment Terms.** Payment shall be made Net 30 days following the later of: (a) delivery and acceptance of goods/services, or (b) receipt of a correct, undisputed invoice.
- d. **Taxes.** Unless specified, prices do not include sales or use tax. Vendor shall show sales tax as a separate item on the invoice. Federal Excise Tax should not be included as the County is exempt.
- e. **Electronic Funds Transfer (EFT).** The County's standard practice is to make payment via EFT directly to Vendor's account, however, County will pay via check upon Vendor's request.
- f. **Disallowance.** If a payment is later disallowed by the County (e.g., audit findings), Vendor must promptly refund the amount or the County may offset it against future payments.

**4. DELIVERY, INSPECTION, AND TITLE**

- a. **F.O.B. Destination.** Prices are F.O.B. destination. Vendor bears all risk of loss until delivery and acceptance at the designated point, and shall maintain adequate transit insurance covering the Goods for their full replacement value during transit.
- b. **Timeliness; Delays.** Time is of the essence. Vendor shall not be liable for failure to perform due to causes beyond its reasonable control (e.g., acts of God, war, fires). However, Vendor shall take all reasonable steps to reduce or minimize delay, and if any such delay exceeds thirty (30) days, the County may terminate this Order in whole or in part without liability. Vendor shall notify the County in writing within 36 hours of the start of any such delay.
- c. **Delivery Hours.** Deliveries shall be accepted only during normal County business hours (Monday–Friday, 8:00 AM – 5:00 PM excluding County holidays) unless otherwise agreed in writing.
- d. **Packing Charges.** No charges for packing, boxing, or cartage will be accepted unless expressly included in the Order.
- e. **Inspection and Rejection.** All items are subject to inspection and test by the County. The County reserves the right to reject defective or non-conforming items, which must be removed/corrected at Vendor's expense.
- f. **Title.** Title passes to the County upon delivery to the destination point, inspection and acceptance by the County.

**5. WARRANTIES AND GUARANTEES**

- a. **General Warranty.** Vendor warrants that for a period of one (1) year from acceptance, all Goods and Services are and will be fully operational, free of liens, merchantable, fit for the intended purpose, and free from defects in material and workmanship.
- b. **Manufacturer's Warranty.** In addition to the Vendor's warranties set forth herein, Vendor shall assign and pass through to the County all applicable manufacturer's warranties for Goods and Services provided under this Order. Vendor agrees to provide all necessary documentation to effectuate such warranties and shall assist the County in enforcing them if necessary.
- c. **Most Favored Customer.** Vendor represents that prices charged do not exceed those charged to other customers for similar quantities and terms.



- d. **IT/Software Assurances.** Vendor warrants that any software or hardware provided is free from viruses or malware.
- e. **Digital Content.** Vendor acknowledges and agrees that all digital content, tools, and platforms provided, developed, or posted by Vendor on behalf of the County under this Agreement must be fully accessible to individuals with disabilities. In accordance with Title II of the Americans with Disabilities Act (ADA) and 28 CFR Part 35, Subpart H, Vendor represents and warrants that all project deliverables—including but not limited to websites, digital documents, software, and public-facing platforms—shall strictly comply with the Web Content Accessibility Guidelines (WCAG) Version 2.1, Level AA. Because this content is considered government information, Vendor shall ensure all materials are fully compliant to guarantee equal access for all users. Vendor's failure to meet these federal and state accessibility requirements, or to maintain compliance throughout the term of this Agreement, shall constitute a material breach.
- f. **Safety Standards.** Goods and Services must conform to safety regulations of OSHA/Cal-OSHA and applicable fire/safety codes.

**6. PERFORMANCE**

- a. **Independent Contractor.** Vendor is an independent contractor, not an agent or employee of the County. Vendor is not entitled to County benefits.
- b. **Subcontracting.** Vendor shall not subcontract any portion of the work or Services required by this Order without the prior written approval of the County. Vendor remains fully responsible for the performance and conduct of any subcontractors.
- c. **License and Permits.** Vendor must possess and maintain all necessary licenses and permits required by law.
- d. **Activities on Premises.** Vendor must not interrupt County operations and must schedule utility shutdowns in advance.
- e. **Key Personnel.** Vendor shall not replace any key personnel identified in the proposal or quote without prior written approval from the County.
- f. **Background Checks.** The County reserves the right to require background checks for any Vendor employees performing work on County premises. The County may deny access to any individual based on the results.
- g. **Personnel Identification.** All Vendor personnel must wear a visible company identification badge or a company uniform displaying the employee's name and company name at all times while on County premises.
- h. **Confidentiality.** Vendor agrees to maintain the confidentiality of all County and County-related records and information. All such records and information shall be considered confidential and kept confidential by Vendor and Vendor's staff, agents, and employees.

**7. LABOR CODE AND PREVAILING WAGES.**

- a. **Labor Code and Prevailing Wages.** Pursuant to Labor Code Section 1720 et seq., for public works of improvement exceeding \$1,000, Vendor must register with the Department of Industrial Relations and pay prevailing wages and comply with all applicable Labor Code requirements as established by the California Department of Industrial Relations. Vendor and all contractors shall pay workers an amount equal to or more than the general prevailing rate of per diem wages, including for legal holidays and overtime, as determined by the Director of the Department of Industrial Relations (DIR). Wage rates can be found at [www.dir.ca.gov/dlse/dlsePublicWorks.html](http://www.dir.ca.gov/dlse/dlsePublicWorks.html)

- b. **Registration.** Unless exempt under Labor Code Section 1725.5(f) projects of \$25,000 or less (construction) or \$15,000 or less (maintenance), Vendor and its contractors must be continuously registered with the DIR to perform public works.
- c. **Debarment.** Vendor shall not be disbarred or utilize any subcontractor who is debarred or ineligible to perform work on a public project pursuant to Labor Code Sections 1777.1 or 1777.17.
- d. **Hours of Work.** Work is strictly limited to 8 hours per calendar day and 40 hours per calendar week. Any work performed in excess of these limits must be compensated at no less than 1.5 times the basic rate of pay.
- e. **Certified Payroll.** Vendor and all contractors must maintain accurate payroll records in accordance with Labor Code Section 1776. Certified payrolls must be furnished directly to the Labor Commissioner in the prescribed format at least monthly.
- f. **Apprentices.** Vendor shall comply with all laws regarding the employment of apprentices, including Labor Code Sections 1777.5, 1777.6, and 1777.7. Vendor certifies compliance with Labor Code Section 3700 and shall secure the payment of workers' compensation to its employees prior to commencing work.
- g. **Penalties.** Vendor is fully responsible for paying all penalties, fines, and other amounts due on account of any prevailing wage, labor, or hour violation. Statutory forfeitures include \$200.00 per day for each worker paid less than the prevailing wage; \$25.00 per day for each worker exceeding standard working hours without proper overtime; and \$100.00 per day for each worker for failure to strictly comply with certified payroll requests within 10 days.

**8. INDEMNIFICATION AND INSURANCE**

- a. **Indemnification.** Vendor agrees to indemnify, defend, and hold harmless the County, its Board of Supervisors, officers, directors, employees, volunteers and agents from any claims, liabilities, or damages (including injury or death) arising out of the Vendor's negligence, willful misconduct, breach of this agreement or violation of state or federal law.
- b. **Patent/Copyright Indemnity.** Vendor shall defend, indemnify and hold the County harmless against all claims of infringement of patents, copyrights, or trade secrets.
- c. **Insurance.** Prior to commencing work, Vendor must obtain and maintain the insurance required below with an insurer acceptable to the County:

General Liability: Commercial General Liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.

Automobile Liability: If Vendor operates a vehicle on County property, Automobile Liability insurance with limits of not less than \$1,000,000 per accident.

Workers' Compensation: Statutory limits as required by the State of California, and Employer's Liability with limits of not less than \$1,000,000 per accident.

Professional Liability: If this Order involves professional services (e.g., consulting, legal, medical, IT), Professional Liability/Errors & Omissions insurance with limits of not less than \$1,000,000 per claim.

Vendor shall name Stanislaus County, its Board of Supervisors, officers, directors, employees, volunteers and agents as additional insureds by separate endorsement to the Commercial General Liability and Auto Liability policies.



Vendor hereby grants to the County a waiver of any right to subrogation which any insurer of said Vendor may acquire against the County by virtue of the payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer. The obligation to provide a waiver of subrogation shall not apply to Vendor's Professional Liability Insurance.

## 9. TERMINATION

- a. **Termination for Cause.** The County may terminate this Order for default if the Vendor fails to perform or deliver as specified.
- b. **Termination for Convenience.** The County may terminate this Order in whole or in part at any time by written notice. Vendor will be paid for accepted Goods and Services up to the termination date.

## 10. LEGAL AND COMPLIANCE

- a. **Debarment and Suspension.** Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency.
- b. **Ownership of Documents.** All reports, drawings, designs, data, and documents prepared by Vendor pursuant to this Order shall be considered 'works made for hire' and shall become the property of the County upon payment.
- c. **Data Ownership and Security.** The County retains full ownership of all data provided to or collected by Vendor. Vendor shall implement and maintain reasonable security procedures to protect County data from unauthorized access or disclosure. Vendor must notify the County immediately (within 24 hours) upon discovery of any data breach or security incident.
- d. **Compliance with Laws.** Vendor shall comply with all applicable Federal, State, and local laws, including ADA and anti-discrimination laws. Vendor shall comply with the California Fair Employment and Housing Act (Gov. Code § 12900 et seq.) and all applicable Federal Civil Rights laws.
- e. **Hazardous Materials.** Vendor must provide Safety Data Sheets for any hazardous substances. Asbestos-containing materials must not be disturbed without proper licensing.
- f. **Right to Audit.** The County reserves the right to audit Vendor's records related to this Order for a period of up to three (3) years after final payment (See Government Code Section 8546.7).
- g. **Assignment.** Vendor shall not assign this Order or any payment due without the County's prior written consent. Subject to the foregoing, this Order shall be binding upon and benefit the parties and their permitted successors and assigns.
- h. **Governing Law.** This agreement shall be governed by the laws of the State of California. Venue shall be in Stanislaus County.
- i. **Gratuities.** Offering gifts or gratuities to County employees to secure business is strictly prohibited.
- j. **Conflict of Interest.** Vendor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner with the Vendor's provision of Goods or Services under this Order. Vendor further covenants that no County officer or employee has a financial interest in this Order in violation of California Government Code Section 1090 et seq.
- k. **Public Records.** Vendor acknowledges that this Order and any

related documents are subject to the California Public Records Act. Information marked 'Confidential' may still be disclosed if required by law. In the event a public records request is made, Vendor may seek a court Order at its expense to protect the confidentiality of its records.

- l. **Non-Waiver.** The waiver by the County of any breach of any term or condition of this Order shall not be deemed a waiver of any prior or subsequent breach of the same or any other term or condition.
- m. **Survival.** The provisions regarding Indemnification, Warranty, Confidentiality, Right to Audit, and Ownership of Documents shall survive the termination, expiration, or completion of this Order.
- n. **Severability.** If any term, covenant, condition, or provision of this PO is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect.
- o. **Executive Order N-6-22 (EO).** Vendor acknowledges and agrees to comply with California's Executive Order re: Russia's Actions in Ukraine. See [https://www.stancounty.com/purchasing/pdf/Notification\\_to\\_All\\_Contractors\\_and\\_Grantees.pdf](https://www.stancounty.com/purchasing/pdf/Notification_to_All_Contractors_and_Grantees.pdf)