

**OMNITRANS  
TERMS AND CONDITIONS OF PURCHASE**

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1. PURCHASE ORDER (P.O.) Omnitrans shall not be responsible for goods or services provided to officials or employees without a duly authorized P.O.
2. INVOICES. Invoices shall be submitted under the same name as that which is shown on the face of this P.O. The P.O. number must appear on all invoices, shipping notices, delivery and packing slips, packages and correspondence. Each P.O. shall be invoiced separately. Submit invoices monthly or as prescribed by Omnitrans' Finance Dept.  
Invoices shall reference the appropriate purchase order number and contract number. Contractor shall send invoices to:
  - [accountspayable@omnitrans.org](mailto:accountspayable@omnitrans.org) Finance
  - [contracts@omnitrans.org](mailto:contracts@omnitrans.org) ProcurementThe above does not apply to those Contractors whose invoices are also their packing slip, work order, delivery ticket, etc.
3. PACKING SLIPS. Packing slips must accompany each shipment unit (included with each package in shipment), showing Omnitrans' P.O. number, description, and part number for each item.
4. ACCEPTANCE. Goods are subject to Omnitrans' inspection and approval within a reasonable time after delivery. If specifications are not met or not approved, material may be returned at supplier's expense.
5. DELIVERY. Unless otherwise indicated on the face of this order, delivery shall be FOB destination. COD shipments will not be accepted. Deliveries for all departments must be made through Omnitrans' Receiving Department. Nonpayment may result for goods delivered in any other manner.
6. PARTIAL DELIVERIES. Shipments must be identified as partial or complete, along with the number of shipping units.
7. MODIFICATIONS. Supplier shall not make any alterations or change to this order in any fashion without prior written authorization from Omnitrans.
8. WARRANTY. Vendor warrants that the item(s) provided and/or work performed under this contract comply with all specifications, are free of liens and encumbrances, and that workmanship and materials are free from defects. Work shall comply with nationally recognized codes and established industry standards. Equipment shall carry the manufacturers' most favorable commercial warranties. The warranty period shall begin after acceptance of item(s) and/or work. Vendor agrees to remedy by replacing or repairing any item(s) that is damaged or defective during normal usage within the warranty period, at no additional cost to Omnitrans. Such repair or replacement shall occur within a reasonable time frame and to the satisfaction of Omnitrans.
9. FEDERAL, STATE AND LOCAL LAWS. All goods or services furnished pursuant to this P.O. shall comply with all CAL-OSHA standards and regulations and all applicable Federal, state and local laws and regulations.
10. GOVERNING LAW. This P.O. and the contract between the parties evidenced hereby or attached thereto shall be deemed to be made in the State of California and shall in all respects be construed and governed by the laws of that state.
11. PATENT PROTECTION. To the extent the subject articles are not manufactured pursuant to design originated by Omnitrans, supplier agrees it will indemnify and hold Omnitrans and its officers, agents, and employees harmless from any loss, damage or liability which may be incurred on account of any alleged infringement of any United States patent with respect to such articles or materials, and that it will, at its own expense, defend any action, suit or claim in which such infringement is alleged. Omnitrans agrees to notify supplier promptly of any suit or claim against Omnitrans for any alleged infringement of patent.
12. DISADVANTAGED BUSINESS ENTERPRISE. The supplier shall not discriminate based on race, color, national origin, or sex in the performance of this P.O.
13. ENERGY CONSERVATION. The supplier agrees to comply with the requirements of the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.
14. TITLE VI OF THE CIVIL RIGHTS ACTS OF 1964. Supplier agrees to comply with all applicable requirements of Title VI of the Civil Rights Act of 1964, 42 USC § 2000d and USDOT regulations "Nondiscrimination in Federally Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR, part 21.
15. RECORD RETENTION. The supplier shall make available within 30 days, upon request by Omnitrans, all records related to this P.O. for a period of up to three (3) years after closure.
16. INSURANCE. The supplier shall be required to provide a Certificate of Insurance for (1) Workers' Compensation in an amount to meet the requirements of the Labor Code of the State of California, including Employer's Liability with \$1,000,000 limits covering all persons including volunteers providing services on behalf of the supplier and all risks to such persons under this contract; (2) Commercial/General Liability (CGL) insurance covering all operations performed by or on behalf of the supplier, providing coverage for bodily injury and property damage with a \$1,000,000 per occurrence and \$2,000,000 general aggregate limit. The CGL policy coverage shall include: premises operations and mobile equipment; products and completed operations; broad form property damage; explosion, collapse and underground hazards; personal injury; contractual liability and (3) Auto Liability (AL) insurance with a combined single limit (CSL) of not less than \$1,000,000 per occurrence. CGL and AL must contain an endorsement that names Omnitrans as an additional insured with coverage at least as broad as Additional Insured (Form B) endorsement form ISO, CG 20 10 11 85.

17. **AMERICANS WITH DISABILITIES ACT.** The supplier agrees to comply with all the applicable requirements of the Americans with Disabilities Act of 1990, 42 USC §12101 et seq. in conjunction with this P.O.
18. **DRUG AND ALCOHOL POLICY.** It is the policy of Omnitrans that anyone, while on Agency property, is prohibited from unlawfully manufacturing, distributing, dispensing, possessing or using controlled substances or alcohol or illegally using or misusing legally prescribed drugs.
19. **INTEREST OF MEMBERS OF CONGRESS.** No member of or delegate to the Congress of the United States shall be admitted to any share or part of the P.O.
20. **INDEMNIFICATION.** The supplier shall indemnify, keep and save harmless Omnitrans, its agents, officials and employees from any and all claims, actions, losses, damages, and/or liability arising out of this P.O. from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by Omnitrans on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The supplier's indemnification obligation applies to Omnitrans' "active" as well as "passive" negligence but does not apply to Omnitrans' "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
21. **FORCE MAJEURE (EVENTS BEYOND THE CONTROL OF THE SUPPLIER).** The supplier will not be held liable for failure of delay in fulfillment if hindered or prevented by act of God, fire, strike, loss or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by government that are not reasonably foreseeable.
22. **ACKNOWLEDGMENT.** By delivery of the goods or services purchased herein, the supplier agrees to all the terms and conditions of this P.O.
23. **TERMINATION.** Omnitrans may terminate the P.O. in whole or in part for Omnitrans' convenience or because of the failure of the supplier to fulfill the contract obligation. Omnitrans' CEO/General Manager shall terminate by specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the supplier shall: (a) immediately discontinue all services affected and (b) deliver to Omnitrans' CEO/General Manager all data, drawings, specifications, reports, estimates, summaries and other information and materials accumulated in performing this contract, whether completed or in process. If the termination is for the convenience of Omnitrans, Omnitrans shall make an equitable adjustment in the P.O., but shall not allow anticipated profit on unperformed services.
24. **APPLICABILITY.** The Terms and Conditions stated herein will supersede or supplement the terms and conditions of any Omnitrans procurement wherein the terms and conditions were previously specified.
25. **OSHA COMPLIANCE.** The items covered by this P.O. must conform to safety orders of OSHA, CALOSHA, and /or NIOSH, and applicable Material Safety Data Sheets (MSDS). Vendor is required to provide a completed MSDS for all hazardous substances as required by Labor Code Sections 6390; General Industrial Safety Order, Section 5194; and Title 8, California Admins. Code. MSDS sheets need to be sent to Omnitrans' Safety and Regulatory Compliance Specialist for each specified item and a copy sent to Omnitrans' Procurement Department.
26. **QUESTIONS.** Questions regarding the Terms and Conditions of this P.O. are to be directed to the Procurement Department, phone 909.379.7146; fax: 909.379.7107; 1700 West Fifth Street, San Bernardino, CA 92411.

End of the Purchase Order Terms and Conditions

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Date last revised: February 28, 2013