



TERMS AND CONDITIONS

- I. Buyer will not be responsible for any goods delivered without a Purchase Order.
- II. In the event of Seller's failure to deliver as/and when specified, Buyer reserves the right to cancel this order or any part thereof without prejudice to its other rights, and Seller agrees that Buyer may return part or all of any shipment so made and may charge Seller with any loss or expense sustained as a result of such failure to deliver.
- III. Buyer may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice, or course of dealing to the contrary.
- IV. Seller agrees to indemnify, defend, and hold harmless Buyer, its officers, agents and employees from any and all claims by any persons whomsoever for injury to persons or damage to property caused by or in any way arising out of the furnishing of goods or services hereunder, except such claims as may result from the negligent act or omission of Buyer, its officers, agents or employees.
- V. This purchase is exempt from any applicable federal excise tax, per Internal Revenue Service Registration Certificate # A-151381.
- VI. Debarment, Suspension, and Other Responsibility Matters. Seller certifies by signing this purchase order 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 department or agency.
- VII. Unless otherwise specifically provided for in this Agreement, all expenses shall be borne by Contractor. To the extent USD agrees to reimburse Contractor for reasonable business expenses that are necessarily incurred by Contractor in the performance of the services under this Agreement, all expense reimbursement requests are subject to the standards set forth in the University's Expense Reimbursement Procedures.
- VIII. NON-DISCRIMINATION: In filling this order, the supplier agrees not to discriminate against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment, because of race, color, religion, sex, national origin or ancestry. The supplier further agrees that every subcontract or order given for the supplying of this order will contain a provision requiring such non-discrimination in employment. Any breach hereof may be regarded as a material breach of this contract.

MINIMUM INSURANCE REQUIREMENTS

I. Commercial General Liability

Each vendor shall supply a Certificate of Insurance showing evidence of commercial general liability coverage with a limit of at least \$1,000,000 combined single limit per occurrence. The Certificate shall have an endorsement attached naming the University of San Diego as an additional insured. The additional insured endorsement must be attached to the Certificate and have primary and non-contributory wording. Endorsements shall be on CG20 10 [11 85] forms or equivalent (CG 20 10 [07 04] plus CG 20 37 [10 01] when applicable. Endorsements which limit or exclude coverage will need to be attached to the Certificate.

II. Workers' Compensation and Employers Liability

Each vendor shall supply a Certificate of Insurance showing workers' compensation and employers liability. The employers liability limits shall be at least \$1,000,000 each item. A waiver of subrogation shall be attached in favor of the University of San Diego.

III. Automotive Liability

Each vendor shall supply a Certificate of Insurance showing commercial automobile liability coverage in an amount no less than \$1,000,000 combined single limit per accident for all owned, non-owned and hired vehicles.

IV. Professional Liability

If the vendor is a licensed architect, engineer, designer or other "professional", a Certificate of Insurance shall be supplied showing errors and omissions coverage in an amount not less than \$1,000,000 per occurrence.

V. Umbrella or Excess Liability

If the vendor is a licensed architect, engineer, designer or other "professional", they shall supply a Certificate of Insurance showing evidence of umbrella or excess liability coverage in an amount not less than \$1,000,000 combined single limit per occurrence. Endorsements which limit or exclude coverage will need to be attached to the Certificate.

The insurer for coverages I, II, III, IV, and V shall have a minimum A.M. Best's rating of A, VII and be admitted in California. This can be amended by separate agreement by the University of San Diego. All Certificates are to be sent to:

Robin Eskow
Director of Risk Management
University of San Diego
5998 Alcalá Park
San Diego, CA 92110

All Certificates must be in our office with bids, and prior to any work, event or activity being commenced. Failure to supply the required insurance coverages will cause removal of the vendor from the premises, and withholding of any payment.