

VENDOR INFORMATION

*How
To Do
Business
with
Del Mar College*

**Office of the Director of Purchasing
Del Mar College
3001 Ayers Street
Corpus Christi, TX 78404**

<http://www.delmar.edu/purch/index.html>

**HOW TO DO BUSINESS WITH
DEL MAR COLLEGE
CORPUS CHRISTI, TEXAS**

Welcome to Del Mar College and the Purchasing Department. This brochure has been prepared in an effort to instruct and inform you of our organization and procedures in processing purchases.

The Purchasing Department is responsible for the procurement of supplies, equipment, and services necessary for the operation of Del Mar College.

The College is committed to the principles of Affirmative Action and shall endeavor to apply these principles in its purchasing with the objective of fostering greater participation by disadvantaged, minority, and women-owned enterprises in its procurement activity.

C. A. Tines
Director of Purchasing
January 2008

Mailing Address:

Director of Purchasing
Del Mar College
101 Baldwin Blvd.
Corpus Christi, TX 78404-3897

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Location:

Del Mar College Multi-Service Center
3001 Ayers Blvd.

Hours:

Monday through Thursday 7:30 a.m. – 5:00 p.m.

Friday 7:30 a.m. – 12:30 p.m.

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I. OBJECTIVE

The mission of the office of the Director of Purchasing is to provide procurement services to support College activities. Our objective is to acquire goods and services so as to provide the best value for the College.

To achieve this objective, the college is a participant in various interlocal and governmental purchasing cooperatives and also uses State purchasing opportunities including term and TXMAS contracts. We also have our own term contracts or supply agreements for goods or services used repeatedly by College departments. As needed and required by college policies, the Department obtains phone quotes, written quotes, and written formal bids or proposals.

II. GUIDELINES FOR VENDORS

Please call ahead for appointments whenever possible. "Social Calls" are not necessary. In sales, we know that time is money for you.

It is mutually beneficial for us to be kept up-to-date on new ideas or products. Please make sure that we have your latest catalogs, web site addresses, email contacts, and price lists. Electronic versions and websites are preferred.

Please be advised that purchasing authority at Del Mar College is delegated to the Purchasing Department. A purchase order is awarded after the compliance of state, federal, and/or local regulations.

Please quote realistic delivery dates.

In discussing requirements with a College department, please make sure that the Purchasing Department is aware of the discussion.

Please conduct your business openly and frankly. As a public institution, our records are a matter of public record.

We expect you to honor all pricing, delivery, and service agreements as quoted.

We value our supplier relationships. If you have questions, please call us.

We solicit the help of all vendors to sustain our policy that College employees accept no gifts or favors.

III. POLICY

Provisions of the Del Mar College Policy and Procedures manual, the Texas Education Code, the Texas Local Government Code, Attorney General opinions and other statutes and regulations govern the purchasing policies of Del Mar College.

We subscribe to the codes of ethics of the National Association of Education Purchasers and the National Institute of Governmental Purchasing.

IV. PURCHASE ORDER

A College purchase order signed by an authorized member of the Purchasing Department, a written contract signed by the President of the College or the President's authorized designee, or a purchase charged against a College purchasing card (credit card) are the only methods for the purchase of supplies, materials, equipment, or services obligating Del Mar College. Vendors are cautioned not to act on verbal orders from College departments or employees without first obtaining a signed purchase order, contract or purchasing card authorization. Our standard terms and conditions for purchase of goods are provided in this booklet.

V. VENDOR LIST

The office of the Director of Purchasing maintains a current file of vendors for specific products and services. The file is updated and new vendors added as necessary.

Vendors who have not previously conducted business with Del Mar College are invited to visit the Purchasing Department's website at www.delmar.edu/purch or contact the Purchasing Department to get a copy of the "Bidder's Application Form". You may also complete the application on-line or download a copy of this form at <http://www.delmar.edu/purch/documents/bidderapp.pdf>.

VI. OPEN MARKET PURCHASING PROCEDURES

Purchases less than \$2,000.00

Purchases of personal property and services less than \$2,000 shall be made in accordance with generally established good purchasing practices. Purchases may be made at the discretion of the Purchasing Office.

Purchases \$2,000.00 to \$4,999.99

Purchases of personal property or services \$2,000.00 or over but less than \$5,000.00 require at least two (2) quotations from responsible vendors. The quotations may be in writing or facsimile or by telephone with written notes for file.

Purchases – Personal Property \$5,000.00 to \$9,999.99

Purchases – Services \$5,000.00 to \$24,999.99

Purchases \$5,000.00 or over, but less than \$10,000 for personal property or less than \$25,000.00 for services require at least three (3) quotations, in writing or by facsimile, from responsible vendors.

Purchases – Personal Property \$10,000 and over

Purchases – Services \$25,000.00 and over

Purchases \$10,000 or over for personal property and \$25,000 or over for services may require formal sealed bids or proposals. If so required, the College shall abide by Education Code, Subchapter B, Section 44.031, "Purchasing Contracts," Subsections (a) and (b) and Section 44.033, "Purchases of Personal Property Valued Between \$10,000 and \$25,000," "Subsections (a) through (f).

Advertisements for formal sealed bids or proposal are placed in the classified legal section of the Corpus Christi Caller Times. Notices about such purchases are also posted on a bulletin board in the Purchasing Department office and on the Purchasing Department web homepage (<http://www.delmar.edu/purch/solicit.html>). Copies of the invitation to bid or request for proposal are available at the Department office upon request or otherwise as noted in the solicitation.

Bids or proposals are opened at a time specified in the solicitation, generally two weeks from the date of advertisement in the newspaper. Presence at openings is not required, although vendors are welcome to attend. If you have any questions regarding specifications, terms or procedures, contact the buyer in charge of the solicitation.

The information submitted by vendors in response to publically advertised bids or proposals becomes public record after an award is made. All bids and copies of purchase order awards reflecting prices of supplies, materials, equipment, and/or services are available for public inspection in the Purchasing Department during regular office hours.

The evaluation of bids or proposals will be based upon the purchase price; the reputation of the vendor and of the vendor's goods or services; the quality of the vendor's goods or services; the extent to which the goods or services offered meet the College's requirements or educational needs of its students; the vendor's past relationship with the College; the impact on the ability of the College to comply with laws and rules relating to historically underutilized businesses; the total long-term cost to the College to acquire the vendor's goods or services; and any other factor relevant to the specific acquisition under consideration for purchase. Evaluation factors and criteria are listed in each solicitation.

VII. CONSTRUCTION CONTRACTS

Purchase orders for minor construction and alteration work between \$5,000 and \$25,000 require written quotes from at least two and preferably three or more responsible vendors. Our minor construction standard terms and conditions are provided in this booklet.

Larger construction projects are publicly advertised in the same manner as described above and contracted for delivery by one of several methods available to public schools and community colleges. For these contracts, a Contractor will be required to furnish Performance and Payment Bonds, from a surety acceptable to the College, in the full amount of the contract price and a certificate of insurance.

VIII. INSURANCE

Before commencing construction, repair, or maintenance work, a Contractor shall have and maintain in force, with companies satisfactory to the College, insurance coverage in amounts as specified for the particular project. Typical requirements for Workers' Compensation, Employer's Liability, Comprehensive General Liability, Automobile Liability, and Umbrella Liability are provided in this booklet for information only. A certificate evidencing the existence of all insurance specified must be delivered to the College prior to commencing any work.

IX. MATERIAL SAFETY DATA SHEETS

Vendors must provide Material Safety Data Sheets (M.S.D.S.) from the manufacturers for all products that are hazardous. For more information, questions can be addressed to the College's Department of Environmental Health, Safety and Risk Management (361-698-1641).

X. INVOICES AND PAYMENT

In general, invoices should be directed to the Business Office / Accounts Payable, Del Mar College, 101 Baldwin Blvd, Corpus Christi, TX 78404-3897. The purchase order number must be clearly shown on the invoice. Reconciliation of an invoice, purchase order, and receiving report is necessary before payment can be made.

We will process and pay valid invoices in accord with the payment terms on the invoice, "net 30" in the absence of any written terms, or otherwise in accord with Chapter 2251 Texas Government Code (Prompt Payment Act).

Construction invoices require other approvals and affidavits and, before final payment, a certification from the Contractor about the status of payments to subcontractors, material suppliers, tradesmen, and others employed by the Contractor in completion of the project.

XI. TAX STATUS

Del Mar College claims an exemption from taxes under Tex. Tax-Gen Ann. Art 20.01 et seq and Tex. Rev. Stat. Ann. Arts 1066c and 1118X, and Controller Rules regarding exempt purchases. Each purchase order

references the state tax exempt status. An Exemption Certificate will be furnished upon request.

XII. DELIVERY OF MATERIALS

Deliveries for Del Mar College must be cleared through Central Receiving, located on the East Campus at 3001 Ayers Blvd. Deliveries are accepted by Central Receiving from 7:30 to 11:30 a.m. and 12:45 to 4:30 p.m. Monday through Thursday and 7:30 a.m. to 12:00 p.m. Friday.

XIII. PURCHASING PERSONNEL

The Office of the Director of Purchasing maintains a highly skilled and well qualified staff of purchasing professionals. They employ high ethical standards in carrying out the purchasing functions necessary for the acquisition of supplies, materials, equipment, and/or services required for the operation of Del Mar College. The Purchasing Department is a member of the National Institute of Governmental Purchasing (NIGP) and the National Association of Education Purchasers (NAEP).

**TYPICAL INSURANCE REQUIREMENTS
for Construction, Repair or Maintenance work
on the College's Property**

TYPE OR COVERAGE	LIMITS OF LIABILITY
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	STATUTORY
GENERAL LIABILITY A. BODILY INJURY B. PROPERTY DAMAGE	COMBINED SINGLE LIMIT \$300,000 to \$500,000 same
AUTOMOBILE LIABILITY	COMBINED SINGLE LIMIT \$300,000 to \$500,000
OWNERS/CONTRACTORS PROTECTIVE LIABILITY INSURANCE	
PERSONAL INJURY	COMBINED SINGLE LIMIT 500,000
UMBRELLA IN EXCESS OF PRIMARY COVERAGE	\$1,000,000 to \$2,000,000

Del Mar College, Corpus Christi, Texas Standard Purchase Terms and Conditions

Any provision of this Purchase Order which varies or contradicts the provisions of a written agreement between the College (Buyer) and the Vendor (Seller) shall be null and void and of no force or effect.

To the extent not inconsistent with a written agreement between the College and Vendor, the following additional terms and conditions shall apply to the purchase of Goods from the Vendor:

1. **SELLER TO PACKAGE GOODS:** Seller will package goods in accordance with best commercial practice. Each shipping container shall be clearly and permanently marked with (a) Sellers name and address, (b) Consignees name and address, (c) purchase order number, (d) container number and total number of containers (e.g., box 2 of 4), and (e) the number of the container bearing the packing slip. Seller shall bear cost of packing and packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyers count or weight shall be final and conclusive on shipments not accompanied by packing lists.
2. **SHIPMENT UNDER RESERVATION PROHIBITED:** Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE & RISK OF LOSS:** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.
4. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** Unless otherwise specified, all deliveries hereunder shall be FOB Destination, freight prepaid.
5. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of goods must fully comply with all provisions of the contract with the College as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided where the time for performance has not yet expired, the Seller may reasonably notify Buyer of its intention to cure and may then make a conforming tender within the contract time but not afterward. Rejected products will be returned at Seller's expense, including transportation both ways and all related labor and packing costs.
6. **PLACE AND TIMES OF DELIVERY:** The place of delivery shall be that set forth in the block of the Purchase Order entitled "Ship To" Any change thereto shall be effected by modification as provided in Clause 19 hereof. Deliveries shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m. Monday through Thursday and 8:00 a.m. to 12:00 noon Friday.
7. **INVOICES AND PAYMENTS:**
 - a. Seller shall submit itemized invoices, in triplicate, on each purchase order for goods that have been shipped. Invoices shall indicate the purchase order number and must be limited to only one purchase order per invoice. Invoices shall be itemized and transportation charges, if applicable and not included in the cost of goods, shall be listed separately. A copy of the bill of lading or freight waybill when applicable, should be attached to the invoice. Mail invoices to Accounts Payable Dept., Del Mar College, 101 Baldwin Blvd, Corpus Christi, TX 78404-3897. Payment shall not be due until the above instruments are submitted after delivery. Payment will be made within thirty (30) days following receipt and acceptance of materials. Suppliers should keep the Accounts Payable Department advised of any change in remittance address.
 - b. Buyer's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Seller by Buyer.
 - c. The College is exempt from Federal Excise Taxes and the State of Texas Limited Sales Tax under TEX. TAX-GEN. ANN. Art 20.01 et seq. and TEX. REV. STAT. ANN Arts 1066C and 1118X, and Texas Comptroller General rules regarding tax exempt purchases. State sales tax no. 1-74-6003102-8. Federal tax no. 74-73-0345K. An exemption certificate will be furnished upon request.
 8. **GRATUITIES:** The Buyer may, by written notice to the Seller, cancel its purchase contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Seller or any agent or representative of Seller, to any officer or employee of Del Mar College with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of such a contract. In the event the purchase contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such a gratuities.
9. **WARRANTY-PRICE:**
 - a. The price to be paid by the Buyer shall be that contained in Seller's bid or as negotiated from Seller's proposal. Seller warrants this price to be no higher than Seller's current prices on orders by others or products of the kind and specification covered by this agreement for similar quantities under similar conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or, in the alternative, Buyer may cancel its purchase contract without liability to Seller for breach or seller's actual expense.
 - b. Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage or contingent fee excepting bona fide employees of bona fide established commercial selling agencies maintained by the Seller for purposes of securing business. For breach or violation of this warranty the Buyer shall have the right in addition to any other right or rights to cancel its purchase contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
10. **WARRANTY-PRODUCT:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract void at the option of Buyer. Seller warrants that the goods furnished will be merchantable, free from defects in design, material and workmanship and shall conform to specifications, drawings and descriptions listed in the order or contained in the invitation for bids or proposals and to the sample(s) furnished by Seller, if any.
11. **SAFETY WARRANTY:** Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at Seller's expense.
12. **NO WARRANTY BY BUYER AGAINST INFRINGEMENTS:** As part of its contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to its agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specifications will not give rise to such a claim and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify buyer to this effect in writing within two weeks after signing its agreement. If Buyer does not receive notice and is subsequently held liable for infringement or the like, Seller will save Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void.
13. **RIGHT OF INSPECTION:** Buyer shall have the right to inspect the goods at delivery before accepting them.
14. **CANCELLATION:** Buyer shall have the right to cancel for default all or any part of the undelivered part of the order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.
15. **TERMINATION:** The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by delivery to Seller of a "Notice of Termination" specifying the extent to which performance of the work under the order is terminated and the date upon which such termination becomes effective. Such a right of termination is in addition to, not in lieu of, rights of Buyer set forth in Clause 14 herein.
16. **FORCE MAJEURE:** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. The obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. As employed herein, the term Force Majeure shall mean acts of God; strikes, lockouts or other industrial disturbances; act of public enemy; orders of any kind of the Government of the United States or the State of Texas or any civil or military authority; insurrection; riot; epidemic; landslide; lightning; earthquake; fire; hurricane; storm; flood; washouts; droughts; arrests; restraint or government and people; civil disturbance; explosion; breakage or accidents to machinery, pipelines or canals; or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgement of the party having the difficulty.
17. **ASSIGNMENT – DELEGATION:** No right or interest in the purchase contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
18. **WAIVER:** No claim or right arising out of a breach of the purchase contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
19. **MODIFICATION:** The purchase contract can be modified or rescinded only in writing signed by both of the parties or their duly authorized agents.
20. **INTERPRETATION – PAROL EVIDENCE:** Acceptance or acquiescence in the course of performance rendered under the purchase contract shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.
21. **ADVERTISING:** Seller shall not advertise or publish without Buyer's prior consent the fact that Buyer has entered into the purchase contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
22. **RIGHT TO ASSURANCE:** Whenever one party to the purchase contract in good faith has reason to question the other party's intent to perform, it may demand that the other party give written assurance of its intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
23. **VENUE:** Both parties agree that venue for any litigation arising from this contract shall be in Nueces County, Texas.
24. **CONFLICTS OF INTEREST:** Seller agrees to take all appropriate steps to assure that the College does not knowingly enter into a purchasing commitment which would result in a conflict of interest situation. In general, employees of the College, members of the Board of Regents, and the spouse or minor children of same shall not enter into purchasing contracts with the College nor shall businesses in which such individuals have a financial interest sell to the College. Full disclosure of any relevant information or financial interest shall be provided in writing to the Director of Purchasing for review prior entering into any purchase commitment.

Del Mar College, Corpus Christi, TX
Minor Construction Standard Terms and Conditions

Any provision of these Minor Construction Standard Terms and Conditions which varies or contradicts the provisions of a written agreement between the College (Owner, Buyer) and the Contractor (Seller) shall be null and void and of no force and effect. To the extent not inconsistent with a written agreement between the College and Contractor, these terms and conditions shall apply to the Minor Construction Project (the Project).

Contract Documents: The contract documents for the Project will be in the form of a purchase order issued and signed by the College's Director of Purchasing or designee. The purchase order is understood to incorporate by reference these Minor Construction Standard Terms and Conditions; any request for quotation, statement of work, specifications, and/or drawings describing the Project issued by the College; the successful offer and any changes made during clarification, technical or price discussions prior to issue of the College's purchase order. These articles shall collectively constitute the contract and shall become a part of the purchase order as if fully set forth therein. In the event of conflict between the documents, the order of precedence shall begin with the most recent dated document (highest precedence) followed, in date sequence, by older dated documents.

Time of Completion: Time is of the essence. Contractor shall complete the work on or before the expected delivery date shown on the purchase order. If the work is not timely completed, Owner shall be entitled to recover from Contractor, at Owner's sole election: (a) all loss or damage incurred or sustained by the Owner including but not limited to additional construction costs, fees, interest, loss of revenue, professional fees and attorneys fees; or (b) liquidated damages in the amount of two hundred and 00/100 Dollars (\$200.00) per day for each calendar day (excluding Saturdays and Sundays) thereafter until the Project is completed.

Scope of Work: Contractor agrees to furnish, at his own expense all supervision labor, services, materials, tools, equipment and miscellaneous supplies necessary to the full and final completion of the Project, and everything incidental thereto, as shown on or properly inferable from the work order, purchase order, drawings, specifications, statement of work, or similar documents provided by Owner. Contractor shall keep the project premises free at all times from accumulation of waste material and rubbish resulting from work on the Project. Combustibles shall be removed daily. Upon completion of the Project, all waste, rubbish, debris, tools and surplus material shall be removed and the premises left in an approved condition. If Contractor fails to clean up the premises at completion, Owner may do so and charge the Contractor for the cost thereof. Contractor is responsible for ensuring a safe and hazardous-free work place for all personnel in the areas affected by the project, shall enforce strict discipline and good order among the Contractor's employees and other persons involved in the Project, and shall not permit employment or utilization of unfit persons or persons not skilled in tasks assigned to them.

Changes: The College may direct changes in the work by issuing a written Change Order, signed by the Director of Purchasing, to Contractor. If any change causes an increase or decrease in the cost or period of performance, an equitable adjustment shall be made, as applicable. No equitable adjustment shall be made for any claim involved in any change unless the change was approved and confirmed in writing by the College's Purchasing Department. Contractor waives all claims for equitable adjustment not made within ten (10) working days, Monday through Friday, after the basis for such claim has first arisen.

Contract Administrator: A Construction Manager or Contract Administrator shall be assigned by the Owner to represent the Owner in administration of the work to be performed under this contract. The Administrator shall have no right to authorize changes that are outside the scope and compensation of the contract, nor shall the Administrator's actions be construed as giving implied approval of any such change. Changes to the scope or compensation of the contract can only be affected by a properly executed written change to the contract purchase order, signed by the Owner's Director of Purchasing or designee.

Examination of Project Scope and Site: Prior to submission of an offer or price quotation for performance of the Project, each Offeror shall examine and, by inspection or inquiry, become fully informed of the project site and the scope, character and amount of work to be done. Should any error, omission or conflict occur in the drawings, specifications, or statement of work, the Offeror shall have the same explained and adjusted prior to accepting a contract. Failure of Offeror to become fully informed in these matters will not serve to relieve him of the obligation to complete the project within the agreed time at the agreed price.

Regulatory Compliance: Contractor shall, at Contractor's expense, procure and maintain all required and necessary licenses, permits, inspections and approvals, and issue all required notices or notifications, in compliance with applicable laws and ordinances. Contractor shall at all times perform its services in compliance with said laws and ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work, and shall promptly notify Owner if the Project requirements are at variance therewith.

Wage Scale: Construction on this Project is subject to the provisions of Chapter 2258 Texas Government Code, as amended, the terms of which require that not less than the general prevailing rate of current per diem wages for work of similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for legal holidays and overtime work, shall be paid by the Contractor to all laborers, workmen and mechanics employed on the Project. A contractor or subcontractor, in violation of the provisions of the Code is liable for the penalties provided in the Code. Owner will, upon request, provide contractor with a wage determination.

Warranty: Contractor warrants that all materials and equipment furnished under this Contract will, unless otherwise specified in the Contract Documents, be new and the best of their respective kind, and that all work will be of good quality and workmanship, free from faults and defects. All materials, equipment or work not meeting this standard will be considered defective and Contractor shall promptly correct all such defects as directed by the Contract Administrator. Contractor shall assign to Owner (if assignable) or enforce for the benefit of Owner (if not assignable) any guarantees provided by any manufacturers or sellers of

machinery or equipment incorporated into the Work. If within one (1) year after the date of acceptance by Owner or a longer period if prescribed by law or any other guarantee, any of the materials, equipment or work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly upon receipt of written notice from Owner and shall repair any damage to adjacent facilities occasioned by such correction. This warranty excludes remedy for damage or defect caused by abuse, modifications not made by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear during normal usage.

Workman's Compensation and Liability Insurance:

Workman's Compensation: For the duration of the Project and one year thereafter, the Contractor shall provide Workman's Compensation Insurance coverage per statutory requirements of Title IV Texas Labor Code for all employees of the Contractor providing services on the Project. Coverage will be based on proper reporting of classification codes and payroll amounts. The Contractor shall require any and all of its subcontractors to provide appropriate Workman's Compensation Insurance for any and all of their employees.

Liability Insurance: For the duration of the project, the Contractor shall carry and maintain in full force and effect the following minimum liability insurance written by an insurance company lawfully authorized to do business in the State of Texas: General Liability Combined Single Limit: \$500,000; Property Damage Combined Single Limit \$500,000; Automobile / Vehicle Combined Single Limit: \$500,000; Owners/Contractors Protective Liability Combined Single Limit \$500,000; Umbrella in excess of primary coverage: \$1,000,000.00

Contractor's Representation of Compliance: By accepting the Contract, the Contractor is certifying and representing to the Owner that all employees of the Contractor and of Contractor's subcontractors on the Project will be covered by worker's compensation and the Contractor will be covered by liability insurance as described above and that all coverage agreements will be filed with the appropriate insurance carriers or Texas state agency. Upon request of Owner, Contractor agrees to promptly furnish copies of certificates of coverage or insurance. Contractor understands and agrees that the coverage described herein is mandatory regardless of the size or scope of the Project, that there is no "de minimus" exception to the requirements, and that Contractor's failure to comply with these provisions will be considered a breach of contract by the Contractor which will entitle the Owner to terminate the contract.

Presence on College Premises: Contractor agrees that all persons working for or on behalf of Contractor whose duties bring them upon the premises of the College shall obey the fire, safety, traffic, parking and security regulations established by the College and shall comply with the reasonable directions of the College's officers. Contractor shall be responsible for the acts of its employees and agents while on the College's premises. In the event that any employee of the Contractor performing work or services on the College's premises is found to be unacceptable to the College, the College shall notify the Contractor of such fact and the Contractor shall immediately remove said employee. Contractor agrees to take all necessary measures to prevent injury and loss to persons or property located on the College's premises. Contractor shall be responsible for all damages to persons or property caused by Contractor or any of its agents or employees. Contractor shall promptly repair, to the specifications of the College's Director of Physical Facilities, any damage that it, or its employees or agents, may cause to the College's premises or equipment. On Contractor's failure to do so, the College may repair such damage and Contractor shall reimburse the College promptly for the cost of the repair. Contractor agrees that in the event of an accident of any kind, Contractor will immediately notify the College's Security Department and Physical Facilities Department and, if requested, shall furnish a full written report of such accident.

Owner's Right to Stop Work or Terminate: Owner expressly retains the right to stop work on the Project in accordance with paragraph 2.3.1 of AIA Document A-201. For purposes of this agreement, the paragraph is modified by deleting from the third line the word "persistently". Additionally, the owner may, without prejudice to other rights or remedies available, and after giving the Contractor seven days written notice, terminate this agreement if: (a) the Contractor fails to supply enough properly skilled workers or proper materials for an unreasonably long period of time during work on the Project; (b) fails to properly pay subcontractor's for materials or labor, disregards laws, ordinances, rules, regulations or orders of public authority having jurisdiction; or (c) otherwise is guilty of substantial breach of any provision of the Contract. If Owner should terminate the Contract, then Owner shall be entitled to all rights of recovery described in the paragraph entitled "Time of Completion" above. In addition to these rights, if the Owner should terminate, the Owner may: (a) take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by the Contractor; (b) accept assignment of subcontracts; and (c) finish the Project by whatever reasonable method the owner may deem expedient.

Invoicing and Payment: Unless otherwise noted in the Contract Documents, this Project contemplates submission by Contractor and payment by Owner of one invoice upon satisfactory completion of the Project. **Contractor shall submit invoices to the Director of Physical Facilities, Del Mar College, 101 Baldwin Blvd, Corpus Christi, TX 78404-3897.** At the College's election, payment shall be conditioned upon delivery by the Contractor of a notarized affidavit (in a form provided by Owner) that all of Contractor's bills, accounts, obligations and liabilities to subcontractors, employees, laborers, suppliers, and the like arising from this Project have been paid and discharged and that the Project has been fully completed and performed.

Additional Terms and Conditions: The following (printed on the reverse of the DMC Purchase Order Form) are applicable to, and remain in force for the Project: 7c Sales tax exemption; 21 Advertising; 8 Gratuities; 22 Right to Assurance; 16 Force Majeure; 23 Venue; 19 Modification; and 24 Conflicts of Interest All other provisions of Del Mar College, Standard Purchase Terms and Conditions are of no force or effect.