

Purchase Order Terms and Conditions Vendor Read Carefully

1. This order is acceptable only at prices stated. Goods herein ordered shall comply with all federal and state laws. No charges allowed for packing, reels, packages or cartage unless specified on this order. Shipment must be made by date specified. Materials will be received subject to inspection and if found defective or not in accordance with specifications will be returned at the vendor's expense. Quantities ordered must not be exceeded unless authority for small deviations is specified in this order. Truck deliveries will only be accepted during working hours. No tax shall be included in the bid price.
2. The State System of Higher Education is exempt from provisions of Fair-Trade laws and the Pennsylvania Sales Tax. The Sales and Use Tax Regulations provide that exemption certificates are not required for sales made to government entities. Exemption certificates will not be issued unless requested by the vendor.
3. All shipments will be F.O.B. destination with transportation charges prepaid by the vendor and title passing upon delivery at the destination.
4. Send itemized invoice in duplicate as directed on order promptly upon shipment.
5. Purchase order number should be shown on all invoices, packages, deliver slips and correspondence. The name of shipper and car initials and number, if any, shall also be identified on all shipments.

Nondiscrimination Clause

1. The vendor shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, handicap, ancestry, national origin, age or sex. Vendor shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment without regard to their race, color, religious creed, handicap, ancestry, national origin, age or sex. Such affirmative action shall include, but is not limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training. Vendor shall post in conspicuous place, available to employees, agents, applicants for employment, and other persons, any notice provided by the Office of the Chancellor, State System of Higher Education setting forth the provision of this nondiscrimination clause.
2. The vendor shall, in advertisement or request for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, handicap, ancestry, national origin, age or sex.
3. The vendor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by the vendor.
4. It shall be no defense to a finding of noncompliance with this nondiscrimination clause that the vendor had delegated some of its employment practice to any union, training program, or other source of recruitment which prevents it from meeting its obligation. However, if the evidence indicates that the vendor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factors shall be considered in mitigation in determining appropriate sanctions.
5. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons so that the vendor will be unable to meet its obligations under this nondiscrimination clause, the vendor shall then employ and fill vacancies through other nondiscriminatory employment procedures.
6. The vendor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of the vendor's noncompliance with the nondiscrimination clause of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and the vendor may be declared temporarily ineligible for further State System of Higher Education contracts, and other sanctions may be imposed and remedies invoked.
7. The vendor shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts by the State System of Higher Education, for purposes of investigation to ascertain compliance with the provision of this clause. If the vendor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the State System of Higher Education.
8. The vendor shall actively recruit minority and women subcontractors or subcontractors with substantial minority representation among their employees.
9. The vendor shall include the provisions of this nondiscrimination clause in every subcontract so that such provisions will be binding upon each subcontractor.
10. The vendor obligations under this clause are limited to the vendor's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.