



Contra Costa Community College District
 500 Court Street
 Martinez, California 94553
 (925) 229-1000
 (925) 370-7512 FAX

PURCHASE ORDER

P.O. NUMBER
 P0014789

VENDOR PLEASE MAIL INVOICES TO:
 CONTRA COSTA COMMUNITY COLLEGE DISTRICT
 ACCOUNTING DEPARTMENT
 500 COURT STREET
 MARTINEZ, CA 94553
 UNLESS NOTED OTHERWISE IN DESCRIPTION

PAGE 1
 PACKING LIST MUST INCLUDE P.O. NUMBER AND ACCOMPANY ALL SHIPMENTS. CHANGES IN THE CONDITIONS OR PRICES ON THIS ORDER MUST BE APPROVED BEFORE SHIPMENT. DO NOT SUBSTITUTE.

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 OCLC
 Dept #34299
 PO Box 39000
 San Francisco CA 94139

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P
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O
 Los Medanos College
 Receiving Department
 2700 East Leland Rd
 Pittsburg CA 94565

ALL DELIVERIES MUST BE PRIOR TO 3:30 P.M.

DATE OF ORDER	DATE REQUIRED	F.O.B.	SHIP VIA	TERMS
08/10/12	09/01/12			

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
001	1.00	SB	Product # FIX1052 - Cataloging Subscription Online - Annual	\$1,671.0200	\$1,671.02
002	1.00	SB	Product # FIX6603 - Access Subscription Online - Annual	\$34.7700	\$34.77

Per Invoice # 0000186648
dated 7/31/12

PREPAY

EQUISITIONER Camme Benzler	TOTAL	1,705.79
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GENERAL LEDGER # 11_01_301080_612000_55690/100%
 ASSISTANT SECRETARY, GOVERNING BOARD

NO CHANGES ARE PERMITTED ON THIS ORDER WITHOUT PRIOR AUTHORIZATION FROM DISTRICT PURCHASING TERMS AND CONDITIONS ON REVERSE SIDE.



OCLC, Inc.
INVOICE FOR SERVICES RENDERED

Invoice Number: 0000186648
Invoice Date: 07/31/2012
Account No: 01OCLC19981341
AR Code: 7000
Symbol: P4Q
Payment Terms: .08%30/N45
Due Date: 09/14/2012

Page: 1

CHRISTINE PARK
TECHNICAL SERV LIBRN
LOS MEDANOS COL LIBR
2700 E LELAND RD
PITTSBURG, CA 94565-5197

Remit Address:
OCLC, Inc.
Dept #34299
P.O. Box 39000
San Francisco, CA 94139

PRODUCT	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
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Cataloging and Metadata

FIX1052	Cataloging Subscription Online-Annual	1.00	1,671.020	1,671.02
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Other

FIX6603	Access Subscription-Annual	1.00	34.770	34.77
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Subtotal: 1,705.79

Tax:

TOTAL AMOUNT DUE 1,705.79

PAYABLE IN US DOLLARS

PROMPT PAY DISCOUNT:
IF PAYMENT IS RECEIVED BY 08/30/2012 YOU MAY DEDUCT \$1.36
FOR A NET BALANCE DUE OF \$1,704.43
DISCOUNT CALCULATION EXCLUDES INCENTIVE CREDIT AND IFM CHARGES

PAYMENTS RECEIVED AFTER DUE DATE ARE SUBJECT TO LATE FEES AT A RATE OF 12% APR

This Purchase Order constitutes the entire agreement between the vendor and Contra Costa Community College (District) covering the goods described herein (the "goods") except as otherwise noted on the front. Failure to object in writing constitutes agreement to the terms of the Purchase Order. Time is of the essence.

TERMS AND CONDITIONS

1. **PRICE:** This Purchase Order shall not be filled at prices higher than specified herein. The District is exempt from Federal Excise and Transportation taxes. Prices shall exclude these taxes. No charges for transportation containers, packing etc. will be allowed vendor unless so specified in this Order. Transportation charges must be prepaid by vendor on all purchases where the F.O.B. point is other than Martinez, California. All shipments shall be F.O.B. Martinez unless otherwise specified on this Purchase Order. These charges shall be shown as a separate item on the invoice.
2. **SHIPMENT AND INSPECTION:** The terms and routing of shipment shall be as provided on the face hereof, or as otherwise directed by the District. District may revise shipping instructions as to any goods not then shipped. District shall have the right to inspect any or all of the goods at Vendor's place of business or upon receipt by District at District's election, which right shall be exercisable notwithstanding Buyer's having paid for the goods prior to inspection. District, by reason of its failure to inspect the goods, shall not be deemed to have accepted any defective goods or goods which do not conform to the specifications therefor, or to have waived any of District's rights or remedies arising by virtue of such defects or non-conformance. Cost of inspection on deliveries or offers for delivery, which do not meet specifications, will be for the account of the vendor. Shipping documents MUST cite this Purchase Order.
3. **PAYMENT:** The time period allowed for payment, as indicated on the face hereof or offered by quote or bid, shall commence upon receipt of vendor's invoice or upon receipt of the goods, whichever is later, invoices MUST cite the purchase order number to prevent return of the invoice to the vendor. Payments will be forwarded as per instructions on front of purchase order.
4. **RISK OF LOSS:** Notwithstanding any provision hereof to the contrary, title to and risk of loss of, the goods shall remain with the vendor until the goods are delivered at the F.O.B. point specified in this Purchase Order, or if no such point is specified, then, when the goods are delivered to the District. However, if the goods are of an inflammable, toxic or otherwise dangerous nature, vendor shall hold District harmless from and against any and all claims asserted against District on account of any personal injuries and/or property damages caused by the goods, or by transportation thereof, prior to the completion of unloading at District's receiving yard.
5. **WARRANTIES:** Vendor warrants to and covenants with the District as follows: vendor will deliver to District title to the goods free and clear of all security interest, liens, obligations, restrictions or encumbrances of any kind, nature or description, the goods shall be free from defects in material and/or workmanship; unless otherwise specified in this Purchase Order, the goods shall be new and not used or reconditioned; the goods and their packaging shall conform to the description thereof and/or specifications therefor contained in this Purchase Order. In placing this Purchase Order, District is relying on vendor's skill and judgement in selecting and providing the proper goods for District's particular use. The goods shall be in all respects suitable for the particular purpose for which they are purchased and the goods shall be merchantable.
6. **REMEDIES:** In the event of vendor's breach of this contract, District may take any or all of the following actions, without prejudice to any other rights or remedies available to District by law: (a) require vendor to repair or replace such goods, and upon vendor's failure or refusal to do so, repair or replace the same at vendor's expense; (b) reject any shipment or delivery containing defective or nonconforming goods and return for credit or replacement at vendor's option; said return to be made at vendor's cost and risk; (c) cancel any outstanding deliveries and treat such breach by vendor as vendor's repudiation of this contract. In the event of District's breach hereunder, vendor's exclusive remedy shall be vendor's recovery of the goods or the purchase price payable for goods shipped prior to such breach.
7. **LABOR:** If this Purchase Order covers the performance of labor by vendor on District's premises, vendor shall indemnify and save and hold District harmless from and against any and all claims and liabilities for injury or death to any person or damage to property arising out of vendor's performance under this Purchase Order. Vendor shall obtain and pay for public liability for injury or death to any person or damage to property arising out of vendor's performance under this Purchase Order. Vendor shall obtain and pay for public liability and property damage insurance in an amount not less than one million dollars, and naming the District as additional insured, insuring against said injuries, deaths and damages, and shall furnish District with insurer's certificates evidencing such insurance which certificates shall provide that the coverage evidenced thereby shall not be canceled except upon 30 days prior written notice to District.
8. **COMPLIANCE WITH LAW:** Vendor warrants that it will comply with all federal, state, and local laws, ordinances, rules and regulations applicable to its performance under this Purchase Order, including, but not limited to, the Fair Labor Standards Act of 1938, as amended, the Williams-Steiger Occupational Safety and Health Act of 1970, the Equal Employment Opportunity Clause prescribed by Executive Order 11246 dated September 24, 1965 as amended, and any rules, regulations or orders issued or promulgated under such laws, ordinances, rules regulations acts and orders. Vendor shall indemnify and save and hold District from and against any and all claims, damages, demands, costs and losses which the District may suffer in the event that vendor fails to comply with said acts, orders, laws, ordinances, rules, or regulations. Any clause required by any law, ordinance, rule or regulation to be included in a contract of the type evidenced by this document shall be deemed to be incorporated herein.
9. **ARTWORK, DESIGNS ETC.:**
 - (a) If the goods are to be produced by vendor in accordance with designs, drawings or blueprints furnished by District, vendor shall return same to District upon completion or cancellation of this Purchase Order. Such designs and the like shall not be used by vendor in the production of materials for any third party without District's written consent. Such designs and the like involve valuable property rights of District and shall be held confidential by vendor.
 - (b) Unless otherwise agreed herein, vendor at its cost shall supply all materials, equipment, tools and facilities required to perform this Purchase Order. Any materials, equipment, tools, artwork, designs or other properties furnished by District or specifically paid for by District shall be District's property. Any such property shall be used only in filling orders from District and may on demand be removed by District without charge. Vendor shall use such property at its own risk, and shall be responsible for all loss of or damage to the same while in vendor's custody. Vendor shall at its cost store and maintain all such property in good condition and repair. District makes no warranties of any nature with respect to any property it may furnish to vendor hereunder.
10. **GOVERNING LAW:** This Purchase Order and the contract between the parties evidenced hereby 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. **MISCELLANEOUS:**
 - (a) The waiver of any term, condition or provision hereof shall not be construed to be a waiver of any other such term, condition or provision, nor shall such waiver be deemed a waiver of a subsequent breach of the same term, condition or provision.
 - (b) Vendor shall not assign its rights or obligations under this Purchase Order without the prior written consent of District.
 - (c) Stenographic and clerical errors, whether in mathematical computations or otherwise, made by District on this Purchase Order or any other forms delivered to vendor shall be subject to correction.
 - (d) District may, upon notice of vendor and without liability to District, cancel this contract and any outstanding deliveries hereunder, (1) as to products of vendor not then shipped, at any time prior to shipment, or (2) if (A) a receiver or trustee is appointed to take possession of all or substantially all of vendor's assets, (B) vendor makes a general assignment for the benefit of creditors, or (C) any action or proceeding is commenced by or against vendor under any insolvency or bankruptcy act, or under any other statute or regulation having as its purpose the protection of creditors, or (D) vendor becomes insolvent or commits an act of bankruptcy. If an event described in (2) of this section occurs, District may at District's sole election pay vendor its actual out-of-pocket costs to date of cancellation, as approved by District, in which event the goods shall be the property of District and vendor shall safely hold the same subject to receipt of District's shipping instructions.
12. **TERMINATION CLAUSE:** This purchase may be cancelled by the District upon 30 days prior written notice of termination to the vendor. This purchase order will automatically terminate at the end of the purchase period without any prior notice to either party.