PURCHASE ORDER/CONTRACT

GENERAL CONDITIONS

1. BID/QUOTE/PROPOSAL/GENERAL CONDITIONS: All of the terms and conditions of the bid, quote, or proposal against which this purchase document is applied, are hereby incorporated.

2. SALES TAX NOT INCLUDED: Unless otherwise definitely specified, the unit prices do not include sales and use tax.

3. CASH DISCOUNTS: In connection with any cash discount specified on this bid/quote, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received in the County Auditor’s Office if the latter date is later than the date of delivery. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County warrant or check.

4. LATE FEES: Government Code 926.10 “…any person having such a claim against a public agency, shall be entitled to interest commencing the 61st day after such public entity or person files a liquidated claim known or agreed to be valid when filed pursuant to such statute or contract, and such claim is due and payable. Interest shall be 6 percent per annum.”

5. HOLD HARMLESS: The vendor agrees to defend, indemnify, and hold harmless the County of San Joaquin, its officers, employees, agents and servants, for any and all liability caused by the negligence or wrongful act of the vendor arising out of the performance of this agreement, or any act of omission of vendor, its agents, employees and servants, or for product liability or breach or warranty of vendor, either expressed or implied, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees related thereto.

6. DEFAULT BY VENDOR: In case of default by vendor, San Joaquin County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to San Joaquin County. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.

7. ASSIGNMENT: This award is not assignable by contractor either in whole or in part, without the prior written approval of the Purchasing Agent of San Joaquin County. Any such assignment, transfer, delegation or subcontract without the prior written consent shall be considered null and void.

8. INSPECTION: Cost of inspection on deliveries, or offers for delivery, which do not meet specifications, will be for the account of the vendor.

9. F.E.T. EXEMPTION: San Joaquin County is exempted from payment of Federal Excise Tax. No federal tax shall be included in price.

11. CHARGES NOT INCLUDED ON FACE NOT ACCEPTABLE: No charge will be accepted for packing, boxing, or cartage, except as specified in the contract/purchase order. Freight collect shipments will not be accepted. Merchandise will not be accepted if payment is to be made at the time of delivery.

12. TITLED: Except as otherwise expressly provided herein, title to and risk of loss on all items shipped by seller to buyer shall pass to the buyer upon buyer’s inspection and acceptance of such items at buyer’s building. All shipments shall be F.O.B. Destination.

13. CHANGES WITHOUT NOTICE PROHIBITED: No changes in price, quantity or merchandise will be recognized by the County of San Joaquin without written notice of acceptance thereof prior to shipment.

14. ALL UNDERSTANDINGS IN WRITING: It is mutually understood and agreed that no alteration or variation of terms of this award shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

15. FORCE MAJEURE: It is agreed that neither party shall be responsible for delays in delivery, acceptance of delivery, or failure to perform when such delay or failure is attributable to Acts of God, war, strikes, riots, lockouts, accidents, rules or regulations of any governmental agencies or other matters or conditions beyond the control of either the CONTRACTOR or the COUNTY.

16. SPECIAL CONDITIONS: Buyer’s (County) Standard Terms and Conditions shall govern any contract awarded. If, after award of contract, vendor provides additional terms or conditions, they shall be considered void. To the extent not otherwise stated in the contract, the California Commercial code shall apply.

17. COMPLIANCE: The CONTRACTOR shall comply with all federal, state and local laws, regulations and requirements necessary for the provision of contracted services. Furthermore, the CONTRACTOR shall comply with all laws applicable to wages and hours of employment, occupational safety, fire safety, health and sanitation. The CONTRACTOR shall maintain current throughout the life of this Agreement, all permits, licenses, certificates and insurances that are necessary for the provision of contracted services.

The CONTRACTOR shall comply with Assembly Bill 1522, known as the Healthy Workplaces, Healthy Families Act of 2014. With a few exceptions, the new law requires all employers to provide employees performing work in California with paid sick leave, beginning on July 1, 2015.

18. COPYRIGHT: The vendor shall hold the County of San Joaquin, its officers, agents, servants, and employees, harmless from liability, of any nature or kind on account of use of any copyrighted, or un-copyrighted composition, secret process, patented or un-patented invention, articles or appliance furnished or used under this order.

19. TERMINATION: This purchase order may be terminated in whole or in any part at any time by written notice by the County to the vendor. The County shall be liable at the stipulated price only for such materials and/or services as have been delivered and/or rendered and accepted. The County shall not be liable for any excess costs arising out of such termination and failure of the vendor to cease delivery and/or work upon receipt of termination notice shall not occasion a claim for extra costs.

20. CODE REQUIREMENTS: All materials supplied are to be in conformance with all federal, state and local codes including, but not limited to, OSHA and CAL OSHA.

21. WARRANTY: In addition to any warranties otherwise required, the Bidder shall warrant his work free from defects and material and workmanship for a period of one year from the date of acceptance by the County and shall agree to replace at his own expense any said defect that may occur within that time. Such warranty is in addition to, and not in lieu of the County’s rights to enforce this agreement in all respects, and the County’s right on all other warranties that may be required by the Request for Bid.

By accepting the warrantees required herein, the County shall not be deemed to have waived any warranty or buyer protection implied, required and/or provided by law, not to have altered any applicable statute of limitations regarding enforcement of any right of the County created by this agreement or otherwise.

Materials, articles and equipment furnished by the CONTRACTOR as requested by the COUNTY, shall be new and of the quality and kind indicated in the specifications, free of defective installation including, but not limited to the local codes and manufacturer’s installation instructions up to a full four (4) years full acceptance by the County. Pursuant to Public Contract Code Section 3400, the CONTRACTOR is authorized to request substitutions of equal materials, in which case the COUNTY shall be the sole judge as to such substitutions.

22. GOVERNING LAW AND VENUE: The Laws of the State of California shall govern this Agreement. Venue is San Joaquin County. The provision of this paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

23. TRADE-IN: The County of San Joaquin makes no guarantee or warranty as to the condition, completeness or safeness of any material or equipment that may be traded-in on this order.