



General Terms and Conditions

This order is subject to the following terms and conditions. By accepting this purchase order, the Vendor accepts all terms and conditions.

1. **DEFINITIONS.** Grossmont - Cuyamaca Community College District shall be referred to as "District" and the Vendor shall be referred to as "Vendor".
2. **ACCEPTANCE.** This purchase order constitutes acceptance of Vendor's offer to sell the goods/services as written. If Vendor refuses to accept this order exactly as written, Vendor shall return the order and the order shall be deemed cancelled.
3. **PRICES/AMOUNTS.** Prices and amounts shown herein are the maximum amounts authorized on this purchase order.
4. **VARIATION IN QUANTITY OR QUALITY.** No variation in the quantity or quality of the goods or services called for in this order shall be accepted, unless agreed to by the District. All goods and services must be as specified in the order. No substitution or variance from the specifications shall be allowed without prior written approval from the Purchasing Department.
5. **VENDOR'S PROPOSAL AND ACKNOWLEDGEMENT.** The terms and conditions as stated on this order prevail in the event of conflict with any terms of the Vendor's proposal, and are not subject to change by reason of any written or verbal statements made by the Vendor, or by any statement in Vendor's acknowledgement unless accepted in writing by the District.
6. **INCORPORATION.** If bid or quote numbers appear on the purchase order, the terms and conditions of such bid proposal or quote apply to this purchase order and are incorporated by reference herein.
7. **PAYMENT TERMS/INVOICES.** District payment terms shall be Net 30 unless otherwise specified on the purchase order. Invoice must be submitted in duplicate. Separate invoices are required for each purchase order. Invoices shall contain the following information: purchase order number, item number and description, quantity, unit price and extended totals for items delivered. Invoices must be under the same firm name as shown on the purchase order. Sales tax, shipping/handling/delivery charges shall also be shown separately and shall include the original or a copy of the prepaid bill of lading. Failure to enter the above information on the invoice shall cause a delay in payment.
8. **DISCOUNTS.** Usual discounts will be considered as applying up to thirty (30) days. In connection with any discount offered, the payment discount period shall begin on the date of delivery and acceptance at destination. The District shall be entitled to the maximum educational or any other discount offered.
9. **INQUIRIES.** Inquiries regarding this order should be directed to the Purchasing Department.
10. **FAILURE TO DELIVER.** In the event of Vendor's failure to deliver as and when specified, the District reserves the right to cancel this order, or any part thereof, without penalty and without prejudice to any other rights.
11. **COMPLIANCE WITH TERMS AND CONDITIONS.** The District 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.
12. **INCENTIVES.** The District prohibits the use of any gifts, incentives, inducements, favors, monetary returns, and rebates either promised or given ("incentives") for employee personal benefit. District employees are not to accept Incentives from any Vendor. Providing Incentives shall result in the immediate termination of Vendor's existing and future orders. The District will take appropriate actions including but not limited to referral to local law enforcement authorities.
13. **PACKING LIST.** Itemized packing list must be sent with each shipment. List purchase order number on outside of box.
14. **SHIPPING.** Unless otherwise specified in the purchase order, all goods are to be shipped prepaid, F.O.B. Destination. Where the District has given specific written authorization to ship goods F.O. B. Shipping Point, the Vendor shall prepay all shipping charges, route goods the cheapest way (unless authorized by the District in writing to use other means) and bill the District for the actual shipping/handling/delivery charges paid. Claims or invoices for shipping/handling/delivery charges which are not properly supported by either the original or a copy of the prepaid bill of lading will not be paid. The District's purchase order number shall be clearly referenced on each parcel and packing slip. Failure to include this information will cause a delay in inspection and acceptance of this order, resulting in a delay in payment. All goods shall be prepared and packed for shipment in a manner that will prevent damage in transit. The District reserves the right to reject any goods which appears to have suffered damage in transit. C.O.D. deliveries will not be accepted.
15. **FEDERAL EXCISE TAX.** The District is exempt from Federal Excise Tax. Bill California State Sales Tax or Use Tax only, when applicable.
16. **RECEIVING.** No goods will be received after 3:30 PM on weekdays. No goods will be received on weekends or District holidays.
17. **INSPECTION AND ACCEPTANCE.** Inspection and acceptance will be at the receiving destination, unless otherwise instructed in writing by the District. Regardless of the F.O.B. designation, the Vendor agrees to bear all risks of loss, injury, delay or destruction of goods ordered herein which occur prior to delivery, and such loss, injury, delay or destruction shall not release the Vendor from an obligation hereunder.
18. **HEALTH AND SAFETY.** The Vendor certifies, by shipment, that all goods furnished under this order shall meet or exceed all applicable federal and state health and safety regulations, including CAL-OSHA regulations.
19. **MATERIAL SAFETY DATA SHEETS (MSDS).** When material safety data sheets are required, delivery will not be accepted unless material safety data sheets are enclosed.
20. **WARRANTY.** The Vendor agrees that all goods or services furnished under this purchase order shall be covered by the most favorable commercial warranties the Vendor provides any customer for such goods or services, and that the rights and remedies provided therein are in addition to and do not limit any rights afforded to the District by any other provisions of this order.
21. **FORCE MAJURE.** The Vendor shall be excused from performance hereunder during the time and to the extent that Vendor is prevented from performing by act of God, fire, strike, lockout or commandeering of materials or facilities by the government, when satisfactory evidence thereof is presented to the District.
22. **INDEPENDENT CONTRACTOR.** While providing goods or services ordered herein, the Vendor is an independent contractor and not an officer, employee or agent of the District.
23. **INDEMNIFICATION.** To the fullest extent permitted by the law, the Vendor shall indemnify, hold harmless and defend, the District, its Board of Trustees, officers, employees or agents, from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of any injury to or death of any person(s), including the District's officers, employees and agents, damage to or loss of any property, any liability which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, caused by any act, neglect, default, or omission of the Vendor, or any person, firm or corporation employed by the Vendor, either directly or by independent contract, arising out of, or in any way connected with, this order, whether said injury or damage occurs either on or off District's property.
24. **NON-DISCRIMINATION.** Vendor agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age, or other characteristics protected by federal or state laws of such persons.
25. **ELECTRONIC AND INFORMATION TECHNOLOGY.** The Vendor hereby warrants that the goods or services to be provided to the District comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. The Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its goods or services. Vendor further agrees to indemnify and hold harmless the District from any claim arising out of Vendor's failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this order or agreement.
26. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY** (Applicable to all orders or agreements funded in part or in whole with federal funds) – The Vendor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to, regulations implementing Executive Order 12549 & 12689 (29 C.F.R. Part 98). The Vendor certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.
27. **TERMINATION.** The District shall have the right to terminate this order with the Vendor without penalty pursuant to a thirty (30) days written notice of termination to the Vendor.
28. **ASSIGNMENT.** Neither this purchase order nor any interest in it or monies payable under it shall be assigned without the District's prior written consent.
29. **DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION.** Vendor is fully aware of the registration requirements of the Department of Industrial Relations (DIR) and understands and agrees that this order may be subject to the registration requirements of the DIR. This order may be cancelled by the District if Vendor cannot establish to the District's satisfaction compliance with the requirements of the DIR.
30. **PREVAILING WAGE.** Vendor agrees to comply with all applicable prevailing wage requirements determined by the Department of Industrial Relations (DIR) and shall maintain accurate certified payroll records available for inspection at all times. DIR's Division of Labor Standards Enforcement shall monitor and enforce all prevailing wage compliance by Vendor.
31. **COMPLIANCE WITH ALL APPLICABLE LAWS.** The Vendor shall comply with all federal, state (California) and local laws, rules and regulations applicable to the subject matter of this purchase order. Vendor shall also comply with all District policies, and procedures
32. This Order is subject to approval by the Board of Trustees of the District.
33. C.O.D orders will be refused