

County of Imperial  
STANDARD TERMS & CONDITIONS

1. Acceptance. By acceptance of this purchase order, Vendor agrees to be bound by, and to comply with, these terms and conditions, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded. The terms of any proposal from Vendor referred to in this order are included and made a part of the order, but only the extent of specifying the nature, price and delivery date of the goods and/or services ordered, and then only to the extent that such terms are consistent with the terms and conditions of this order. Any invoice, acknowledgement or other form used by Vendor shall not alter, amend, or modify these terms and conditions.

2. Cash Discounts. In connection with any cash discount specified on this order, time will be computed from the later of the date of (i) complete delivery of the goods and/or services as specified, or (ii) receipt of correct invoices. Payment is deemed to be made, for the purchase of earning the discount, on the date of mailing of the County warrant or check.

3. Changes. County shall recognize no change to this order by Vendor without written approval.

4. Compliance with Laws. Vendor shall comply with all laws, codes, regulations, rules and orders (collectively, "Regulations") applicable to the goods and/or services to be provided hereunder. Vendor's failure to comply with any applicable Regulations shall constitute a material breach of this purchase order.

5. Delivery. Unless otherwise specified in writing in this order, all shipments will be F.O.B. point of destination. Freight or handling charges are not billable unless referenced on this order. Transportation receipts, if allowed by order, must accompany invoice.

6. Food Products.

A. Package. Each package shall be identified with manufacturer's label, which shall conform to the requirements of the Fair Packaging and Labeling Act of the California Business and Professions Code Section 12601-12615.5.

B. Compliance. Vendor hereby guarantees that the product or products comprising each shipment made by vendor to County, as of the date of delivery, is not adulterated or misbranded within the meaning of applicable US State laws or Municipal ordinances in which the definitions of adulteration and misbranding are substantially the same as those contained in the US Act. Distressed food commodities that are reconditioned, relabeled and/or re-cased are not acceptable.

7. Force Majeure. Each party hereto shall be excused from performance hereunder resulting from delays caused by an act of God, War, Civil disturbance, court order, governmental action, laws, orders, regulations, directions or requests, or as a result of events such as public enemies, fires, earthquakes, floods, strikes or other labor disturbances of the other party or any third party or other cause beyond its reasonable control (financial inability excepted) and which it could be have prevented by reasonable precautions, and such non-performance shall be a default hereunder or a ground for termination hereof. In the event that Vendor is excused from performance under this paragraph, Vendor shall take all reasonable actions to resume or provide alternative performance of its obligations at no additional charge to County. If any such delay exceeds thirty (30) days, then County may terminate this order.

8. Formal Bids. In the event this purchase order results from a formal bid, terms and conditions of that bid are incorporated herein and form a part of this purchase order. In the event of any conflict or inconsistency between the terms of this purchase order and the terms of a formal bid, the terms of the formal bid shall control.

9. Timeliness. Time is of the essence and this purchase order is subject to termination for failure to deliver on time.

10. Sales and Use Tax. On invoices, show any sales or use tax if applicable, as separate items, giving permit number authorizing collection of Use tax. Deduct cash discount before computing Sales or Use Tax.

11. Termination for Cause – Cancellation. The County may, by written notice of default to the Vendor, terminate this order in whole or in part, should the Vendor fail to make satisfactory progress, fail to deliver with the time specified or fail to deliver in strict conformance to specifications or requirements set forth herein.

12. Termination for Convenience. The County may, by written notice stating the extent and effective date terminate this order for convenience in whole or in part, at any time. The County shall pay the Vendor, as full compensation for performance until such termination, the unit or pro-rata order price for any delivered and accepted portion of the order. In NO event shall the County be liable for any loss of profits on the order or portion thereof so terminated.

13. Warranty. Vendor agrees that any goods and/or services furnished under this order shall be covered by the most favorable commercial warranties Vendor gives to any of its customers for the same or substantially similar goods and/or services. Any warranties so provided shall supplement, and shall not limit or reduce, any rights afforded to County by any other Article of this order or by any applicable Uniform Commercial Code warranties.

14. Indemnity. County shall not be liable for, and Vendor shall defend and indemnify County and the employees and agents of County (collectively, "County Parties") against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to or arising out of this purchase order, and arising either directly or indirectly from any act, error, omission or negligence of Vendor or its contractors, licenses, agents, servants or employees, including Claims caused by the concurrent negligent act, error or omission of County Parties. However, Vendor shall have no obligation to defend or indemnify County Parties against Claims (i) to the extent they arise from the active concurrent negligence of County Parties, or (ii) caused by the sole negligence or willful misconduct of County Parties.

15. Governing Law. This contract shall be construed and interpreted according to the laws of the State of California including but not limited to Labor Compliance Requirements, Contractor Licensing Laws, Safety (OSHA) and Debarment/Suspension Policies.

16. Insurance. Contractor shall, at its own expense, procure and maintain in full force at all times the County's Insurance Requirements during the term of the PO and/or any applicable contract/agreement.