

County of Monterey Terms & Conditions:

PAYMENT CONDITIONS:

CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice; either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

TRAVEL REIMBURSEMENT:

If travel reimbursements are authorized by the contract or purchase order such reimbursements shall not exceed the rates provided for in the County of Monterey Travel Policy. A copy of the County's Travel Policy is available on the Auditor-Controller's web site at:

<https://www.co.monterey.ca.us/Home/ShowDocument?id=78593>

SHIPMENTS:

If this order cannot be shipped complete, or if any changes are required on the order, notify the County immediately. Unless stated otherwise, the F.O.B. for receivables shall be destination. Charges for transportation, containers, packaging and other related shipping costs shall be borne by the shipper. No charge for packing or draying is allowed unless specified on this order.

RIGHT TO CANCEL:

The County reserves the right to cancel this contract without cause with thirty (30) days written notice, or with cause, immediately.

EXPIRATION OF PURCHASE ORDER:

All County of Monterey Purchase Orders are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).

TAXES:

The County is registered with the Internal Revenue Service, San Francisco office, registration number 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

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CAL-OSHA:

The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).

ROYALTIES AND INVENTIONS:

County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. The vendor shall not publish any such material without the prior written approval of County.

NON-DISCRIMINATION:

During the performance of this Agreement, the vendor, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in vendor's employment practices or in the furnishing of services to recipients. The vendor shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. The vendor and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations, which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

INDEMNIFICATION:

The vendor shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the vendor's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "Vendor's performance" includes vendor's action or inaction and the action or inaction of vendor's officers, employees, agents and subcontractors.