

## Golden Empire Transit District - GETD

Federal ID# - 95-2812435

1. Unless otherwise definitely specified, the prices stated herein do not include California State Sales or Use Tax.
2. Any contract for material and labor shall be subject to the prevailing wage.
3. In case of default by the vendor, GETD may procure the articles or services from other sources and may deduct from unpaid balance due vendor or may collect against the bond or surety for excess costs so paid, and the prices paid by GETD shall be considered the prevailing market price at the time such purchase is made.
4. Cost of inspection on deliveries or offers for delivery, which do not meet specifications, will be for the account of the vendor.
5. The vendor shall hold GETD, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliance furnished or used under this order.
6. The vendor will not be held liable for failure or delay in the fulfillment if hindered or prevented by fire, strikes or Acts of God.
7. GETD pays claims and Purchase Orders each week. Therefore, it is the policy of the office to take any and all discounts without regard to date of invoice.
8. Stock furnished by GETD to be used on this order shall be returned to GETD free from damage from any cause and in accordance with all other terms and conditions of bid and order.
9. Do not exceed the monetary value on the face of this order without written authority from the Purchasing Agent. Any excesses not authorized may not be approved for payment.
10. Contractor agrees to indemnify, save, and hold harmless GETD from any and all claims for damages or other liability, including costs, expenses, causes of action, claims or judgements resulting out of or in any way connected with performance of work in accordance with this order.
11. Vendor must supply a certificate of insurance to the GETD Purchasing Agent prior to doing any on-site maintenance.
12. GETD shall be held harmless from any claims for property damage or personal injury which may be occasioned by the performance of this contract or by negligence of the vendor.
13. Prices charged will reflect all applicable discounts or net costs including maximum discounts allowable to GETD. Where applicable and when requested, vendor will furnish prompt delivery and invoice for those delivered items only.