

GENERAL TERMS & CONDITIONS OF PURCHASE

1. **TAXES:** Mott Community College (MCC) is a corporate body chartered under Act 331 of Michigan Public Acts, (1966) and as such is not subject to federal or state taxes.
Tax Exempt Number 38-790022F
2. **PACKAGING:** All items shall be packaged by the Vendor in suitable containers for protection to permit safe transportation and handling and shipped to secure the lowest transportation cost, unless otherwise stated in the purchase order. No charge shall be made by the Vendor for packaging unless provided for on the purchase order.
3. **INVOICES:** Invoices are not payable until the requested goods are inspected and accepted or the service is complete. Submit one invoice for each purchase order promptly upon shipment to the attention of Accounts Payable, 1401 East Court Street, Flint, Michigan, 48503. Purchase orders must list shipping/delivery charges as a line item cost; otherwise Accounts Payable will not issue payment for shipping/delivery charges listed on the invoice. The purchase order must be clearly shown on the invoice; failure to do so may result in delayed payment.
4. **SHIPMENT:** Containers must be labeled or marked to identify contents without opening. All boxes and packages must contain a packing list showing the number of cartons shipped and packing sheets listing the contents of each carton. The purchase order number must appear on all packing sheets, delivery tickets and bills of lading. If shipment is made by another firm, all invoices, packing lists and cartons must be identified by Mott Community College's purchase order number. No goods will be accepted C.O.D. except by previous written approval from the buyer.
5. **DELIVERY/PERFORMANCE:** Time is hereby expressly declared to be of the essence and Vendor is notified that failure to deliver goods or perform services on time may result in substantial damage to the College. If Vendor shall fail to make timely delivery or performance of any part of the goods or services, or if timely delivery or performance is endangered for any reason, the College shall have the right, at its option, to terminate any part or the whole of this order, reject untimely deliveries, purchase substitute goods elsewhere and charge the Vendor with any loss incurred. Deliveries will be accepted at the 'Ship To' address between 8:00 AM and 5:00 PM, Monday through Friday.
6. **REJECTION:** All goods and materials purchased herein are subject to approval by the College. Any rejection of goods or materials due to nonconformity to the terms and specifications of this order will be at the Vendor's risk and expense.
7. **LIENS, CLAIMS & ENCUMBRANCES:** Vendor warrants and represents that all goods and materials ordered herein are free and clear of all liens, claims and encumbrances.
8. **WARRANTIES:** All specifications, drawings and other data submitted by the College, including performance data, are incorporated by reference into this order, and Vendor expressly warrants that goods and services it provides shall conform to such data. In addition, goods delivered are expressly warranted by Vendor to be merchantable, of good materials and workmanship, free from any defect in material, labor or fabrication, and fit for the particular purpose of the College. Vendor further warrants that all work and services performed hereunder will be free from defect in workmanship.
9. **MCC AS OFFEROR:** Any price quotes provided by the Vendor for its goods/services shall be treated as for informational purposes only and not as an offer. MCC shall be treated as the offeror in all contracts between MCC and the Vendor.
10. **PREEMPTION:** In the event of conflicting provisions among the purchase documents, provisions from the following documents will control in the order listed herein: (a) contract, (b) the purchase order, (c) these Terms & Conditions, (d) the solicitation document terms & conditions, and (e) the Vendor's proposal/quote, with the purchase order superseding any conflicting terms in the other documents.
11. **CHANGES:** The College may, at any time and from time to time, by purchase order amendment issued to the Vendor: (i) increase or decrease the quantity of products ordered; (ii) change the drawings or specifications; (iii) issue a suspension of work order; (iv) make changes in the delivery schedule. If such changes cause an increase or decrease in the amount of work hereunder, or in the cost of performance, an equitable adjustment shall be made in the contract price and/or delivery schedule and the purchase order shall be amended in writing accordingly. Any claims for adjustment under this clause not asserted within thirty (30) days from the date of the purchase order amendment shall be deemed waived. No alteration of any of the items, conditions, delivery price, quality, quantities, or specifications of this order will be effective without the written consent of the buyer or Purchasing Supervisor.
12. **TERMINATION:** The College shall have the right to terminate the award with the Vendor without penalty

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GENERAL TERMS & CONDITIONS OF PURCHASE

pursuant to thirty (30) days written notice of termination to the Vendor under the following circumstances:

- i) Default of Vendor - It shall be considered a default whenever the Vendor shall (i) disregard or violate the material provisions of the contract documents or College instructions, or failure to execute the work according to the agreed schedule of completion and/or time of completion specified, including extensions thereof or fail to reach agreed upon performance results; (ii) declare bankruptcy, become insolvent, or assign company assets for the benefit of creditors.
- ii) Lack of Funds of the College - Lack of funds shall be construed to mean when the College, in the judgment of its Chief Financial Officer, determines that it cannot continue the funding of its contract services without undue hardship to the College.
- iii) Termination of contract services will be rendered if it is construed by the College to be in its best interests for serving the community and its students, faculty and staff.
- iv) Repeated delivery delays/problems shall result in a 30-day cancellation notice from Mott Community College.

Except where termination is caused by the default or delay of the Vendor, Vendor shall be entitled to reimbursement for its actual costs incurred up to and including the date of termination, applicable to the termination and in accordance with recognized accounting practices. Vendor shall also be entitled to a reasonable profit on the work done prior to such termination at a rate not to exceed the rate used in establishing the original purchase price. The total of such claim shall not exceed the canceled commitment value of this purchase order.

13. **EMPLOYEE BEHAVIOR:** The vendor shall be responsible for maintaining satisfactory standards of its employees' competency, conduct, courtesy, appearance, honesty and integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary. The College may request the vendor to immediately remove from this assignment any employee found unfit to perform duties due to one or more of the following reasons (i) neglect of duty; (ii) disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting; (iii) theft, vandalism, immoral conduct or any other criminal action; (iv) selling, consuming, possessing, or being under the influence of intoxicants, including alcohol, or illegal substances while on assignment for the College.

14. **CONFLICT OF INTEREST:** Vendor affirms that its directors and/or principal officers are not employed by Mott Community College.
15. **LAW GOVERNING:** This purchase order shall be governed by and construed according to the laws of the State of Michigan.
16. **COMPLIANCE WITH LAWS:** Vendor warrants, certifies and agrees that goods and services vendor provides have been or will be manufactured, distributed, shipped, packaged, delivered and performed in compliance with all applicable federal, state and local laws, regulations, ordinances and orders, including the Occupational Safety & Health Act of 1970, and all regulations and standards in effect hereunder at the time of sale. Vendor agrees to furnish, upon request, further certification of such compliance in a form satisfactory to the College.
17. **INDEMNITY:** The Vendor agrees to indemnify, defend and hold harmless the College, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material persons, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Vendor in the performance of this agreement. Except to the extent that the goods supplied hereunder are manufactured to a design supplied by the College, Vendor agrees to indemnify and at the College's option, defend College, its agents, employees and students, from any claims, losses or damages based on any actual or alleged unfair competition or infringement of any patent, trademark, copyright or other proprietary rights relating to the goods.
18. **INDEPENDENT OPERATION:** The Vendor, and the agents and employees of the Vendor, in the performance of this agreement, shall act in an independent capacity and not as officers, employees, or agents of the College.
19. **ASSIGNMENT:** Performance of this purchase order is particular to the Vendor to whom the purchase order is issued, and no right, duty or obligation arises under this purchase order may be assigned or otherwise transferred by the Vendor, either in whole or in part, without the written consent of an officer of the College.
20. **PARKING:** The Vendor shall be responsible to ensure that vehicles of its employees and subcontractors are not in unauthorized areas without the expressed permission of

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GENERAL TERMS & CONDITIONS OF PURCHASE

the College. Unauthorized vehicles will be ticketed, and towed if necessary. Parking permits may be obtained at the Office of Public Safety.

21. **CONFINED SPACE REQUIREMENTS:** Vendors who must access a confined space or permit-required confined space to fulfill the service they provide to the College must submit a current confined space training program, and/or a permit [for permit-required confined space entry] to the following recipients:

- i) Tamara Hunt, Risk Management, Compliance And Procedures Coordinator - Physical Plant
tamara.hunt@mcc.edu
- ii) Jody Michael, Supervisor, Purchasing & Risk Management
jody.michael@mcc.edu

Access to confined spaces and permit-required confined spaces will only be given after a notice to enter has been given to the Physical Plant Maintenance Supervisor, and only then after [s]he has confirmed receipt of the vendor's current confined space training program and/or permit with the Compliance and Procedures Coordinator. Vendors who have contracts that extend multiple years will be required to submit a confined space training program and/or permit annually.

Submission of a current confined space training program and/or permit should include the following information:

- i) Purchase order number associated with the need for confined space access
- ii) Contact information for the vendor's employee responsible for safety compliance

22. **SAFETY/HAZARDOUS MATERIALS:** All equipment, supplies, and services sold to the College shall conform to the general safety orders of the Federal, State of Michigan and City of Flint Safety Standards Acts (OSHA and MiOSHA standards to be complied with). The College requires written notification of conformance. For all supplies which qualify with the State of Michigan to require an MSDS, two copies of the MSDS must be sent with the purchase order identified and addressed to (1) the buyer listed on the purchase order, room CM1117A; (2) the Compliance And Procedures Coordinator in Physical Plant Operations, Rm PPO2206. The Vendor shall also notify the Compliance and Procedures Coordinator in advance of the entry of hazardous or flammable materials. NO HAZARDOUS OR FLAMMABLE MATERIALS MAY BE STORED IN ANY OF THE BUILDINGS BY THE VENDOR. ALL SUCH ITEMS MUST BE REMOVED FROM BUILDINGS ON A DAILY BASIS AND CONTAINED IN A FIREPROOF CABINET WHILE ON BUILDING PROPERTY.

23. **GENERAL:** Any waiver of strict compliance with the terms hereof by the College shall not constitute a waiver of the College's rights to insist upon strict compliance with the terms of this order.

24. **CORRESPONDENCE/AMENDMENTS:** All correspondence concerning this order must be directed to the Mott Community College Purchasing Department. No alteration, change, addition or other modification of this purchase order or the terms thereof is valid and binding on the College unless in writing and signed by the buyer or Purchasing Supervisor.

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