

CONDITIONS GOVERNING THIS ORDER

1. NASSAU COMMUNITY COLLEGE IS NOT RESPONSIBLE FOR MATERIALS, SUPPLIES OR EQUIPMENT DELIVERED OR SERVICES RENDERED WITHOUT AUTHORITY OF ITS WRITTEN ORDER.
2. THE VENDOR BY EXECUTING THIS ORDER AGREES TO COMPLY WITH THE PROVISIONS OF COUNTY OF NASSAU APPENDIX EE, EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. APPENDIX EE REQUIRES THE VENDOR TO COMPLY WITH ALL FEDERAL, STATE, AND LOCAL ANTI-DISCRIMINATION REQUIREMENTS, AND IN PARTICULAR IS FOCUSED ON NASSAU COUNTY'S LOCAL LAW 14-2002, WHICH ENSURES THAT ALL COUNTY AND COLLEGE CONTRACTORS MAKE BEST EFFORTS TO SOLICIT CERTIFIED MINORITY OR WOMEN-OWNED BUSINESS ENTERPRISES WHEN SELECTING THEIR SUBCONTRACTORS. APPENDIX EE APPLIES TO ANY WRITTEN AGREEMENT OR PURCHASE ORDER INSTRUMENT FOR A TOTAL EXPENDITURE IN EXCESS OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000), WHEREBY NASSAU COMMUNITY COLLEGE IS COMMITTED TO EXPEND OR DOES EXPEND FUNDS IN RETURN FOR LABOR, SERVICES, SUPPLIES, EQUIPMENT, MATERIALS OR ANY COMBINATION OF THE FOREGOING, TO BE PERFORMED FOR, OR RENDERED OR FURNISHED TO THE COLLEGE OR A WRITTEN AGREEMENT IN EXCESS OF ONE HUNDRED THOUSAND DOLLARS (\$100,000), WHEREBY THE COLLEGE IS COMMITTED TO EXPEND OR DOES EXPEND FUNDS FOR THE ACQUISITION, CONSTRUCTION, DEMOLITION, REPLACEMENT, MAJOR REPAIR OR RENOVATION OF REAL PROPERTY AND IMPROVEMENTS THEREON. HOWEVER, APPENDIX EE DOES NOT INCLUDE AGREEMENTS OR ORDERS FOR THE FOLLOWING SERVICES: BANKING SERVICES, INSURANCE POLICIES OR CONTRACTS, OR CONTRACTS WITH A COUNTY CONTRACTING AGENCY FOR THE SALE OF BONDS, NOTES OR OTHER SECURITIES. THE COMPLETE TEXT OF APPENDIX EE AND ITS REQUIREMENTS IS AVAILABLE AT: WWW.NCC.EDU/PROCUREMENT
3. DO NOT OVERSHIP OR SUBSTITUTE; SHIP EXACTLY AS ORDERED. INCLUDE ITEMIZED PACKING SLIPS WITH ALL SHIPMENTS OR DELIVERIES. PACKING SLIPS MUST DESIGNATE THE ORDER NUMBER SHOWN ON FACE HEREOF. ALL MATERIAL SHIPPED BY FREIGHT EXPRESS OR PARCEL POST MUST HAVE ALL CHARGES FULLY PREPAID TO POINT OF DELIVERY UNLESS OTHERWISE ARRANGED FOR AND EXPRESSLY STATED IN THIS ORDER. DELIVERY TO THE RECEIVING DOCK IS REQUIRED UNLESS OTHERWISE SPECIFICALLY STATED IN THIS ORDER.
4. VENDOR MAY SUBMIT AN INVOICE BY EMAIL TO: INVOICES@NASSAU.UNIMARKET.COM. (REFERENCE THE UM# IN THE SUBJECT LINE) OR VENDOR MAY MAIL THE INVOICE TO NASSAU COMMUNITY COLLEGE ACCOUNTS PAYABLE DEPARTMENT (TOWER 6TH FL, ONE EDUCATION DRIVE, GARDEN CITY NY 11530) IN ORDER TO BE PAID. INVOICE MUST REFERENCE THE ORDER NUMBER SHOWN ON FACE HEREOF AND BE ITEMIZED IN DETAIL SO THAT ANYONE READING SAME MAY READILY UNDERSTAND THE KIND, QUANTITY, QUALITY AND PRICES. CASH DISCOUNT TERMS, WHERE APPLICABLE, MUST BE INDICATED ON THE INVOICE. BY SUBMITTING AN INVOICE, VENDOR CERTIFIES THAT ALL ITEMS OR SERVICES WERE DELIVERED OR RENDERED AS SET FORTH ON THE INVOICE; THAT THE PRICES CHARGED ARE IN ACCORDANCE WITH THE REFERENCED PURCHASE ORDER, DELIVERY ORDER OR CONTRACT, THAT THE CLAIM IS JUST, TRUE AND CORRECT; THAT THE BALANCE STATED HEREIN IS ACTUALLY DUE AND OWING AND HAS NOT BEEN PREVIOUSLY CLAIMED; THAT NO TAXES FROM WHICH THE COUNTY/COLLEGE IS EXEMPT ARE INCLUDED. INCOMPLETE INVOICES WILL BE RETURNED TO THE VENDOR UNPAID.
5. ALL MATERIALS, SUPPLIES AND EQUIPMENT RECEIVED AS WELL AS SERVICES RENDERED ARE SUBJECT TO INSPECTION AND ACCEPTANCE BY NASSAU COMMUNITY COLLEGE. ALL MATERIALS, SUPPLIES AND EQUIPMENT RECEIVED MUST BE NEW UNLESS OTHERWISE SPECIFIED ON THIS ORDER.
6. IF UNABLE TO FILL THIS ORDER EXACTLY IN ACCORDANCE WITH DESCRIPTION, UNIT AND PRICE THEREON, VENDOR MUST COMMUNICATE AT ONCE WITH THE COLLEGE'S PROCUREMENT DEPARTMENT FOR INSTRUCTION. THE COLLEGE RESERVES THE RIGHT TO REJECT AND RETURN AT VENDOR'S EXPENSE ANY AND ALL MATERIALS OR SUPPLIES DELIVERED WHICH DO NOT CONFORM TO DESCRIPTION OR SPECIFICATIONS ON THE ORDER.
7. IF THERE IS ANY PART OF THIS ORDER THE VENDOR CANNOT SATISFY WITHIN THE TIME SPECIFIED, VENDOR MUST NOTIFY THE COLLEGE'S PROCUREMENT DEPARTMENT AT ONCE. IN CASE OF UNREASONABLE DELAY IN DELIVERY OR DELIVERY OF GOODS INFERIOR TO THOSE SPECIFIED OR IN CASE OF ANY OTHER DEFAULT OF THE VENDOR, NASSAU COMMUNITY COLLEGE SHALL HAVE THE RIGHT, AT PURCHASING AGENTS OPTION, TO CANCEL THIS ORDER IN WHOLE OR IN PART, PROCURE THE GOODS OR SERVICES FROM OTHER SOURCES AND HOLD THE VENDOR RESPONSIBLE FOR ANY EXCESS COST, EXPENSE AND DAMAGES OCCASIONED THEREBY.
8. THE VENDOR, BY EXECUTING THIS ORDER, AGREES TO ASSUME THE DEFENSE OF AND HOLD NASSAU COMMUNITY COLLEGE AND ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES HARMLESS FROM ALL SUITS, COSTS, EXPENSES, CLAIMS AND DAMAGES ARISING FROM THE USE OF THE DESCRIBED MATERIALS OR AS A RESULT OF THE SERVICES RENDERED BECAUSE OF ACTUAL OR ALLEGED INFRINGEMENT OF ANY COPYRIGHTS, PATENTS OR PATENT RIGHTS OF ANY INVENTION OR ANY OTHER CAUSE.
9. THE WORKMANSHIP, QUANTITIES OR QUALITIES OF GOODS OR SERVICES WHICH ARE TO BE PAID FOR HEREUNDER SHALL BE TO THE SATISFACTION OF NASSAU COMMUNITY COLLEGE AND BEFORE FINAL ACCEPTANCE ALL MATTERS OF DISPUTE MUST BE ADJUSTED TO THE MUTUAL SATISFACTION OF NASSAU COMMUNITY COLLEGE AND THE VENDOR. IN THE EVENT ANY QUESTION CONCERNING THE ABOVE ARISES, DETERMINATIONS AND DECISIONS SHALL CONSTITUTE A CONDITION PRECEDENT TO THE RIGHT OF THE VENDOR TO RECEIVE ANY MONEY THEREOF UNTIL THE MATTER IN QUESTION IS SETTLED.
10. THIS ORDER MAY NOT BE ASSIGNED, TRANSFERRED OR IN ANY WAY DISPOSED OF BY THE VENDOR WITHOUT FIRST HAVING OBTAINED WRITTEN APPROVAL THEREOF FROM THE PROCUREMENT DEPARTMENT OF NASSAU COMMUNITY COLLEGE.
11. THE VENDOR WARRANTS THAT VENDOR IS NOT IN ARREARS TO THE COUNTY OF NASSAU OR NASSAU COMMUNITY COLLEGE UPON ANY DEBT OF CONTRACT AND THAT VENDOR HAS NOT BEEN IN DEFAULT AND IS NOT IN DEFAULT AS SURETY, CONTRACTOR OR OTHERWISE.
12. UPON THE VENDOR'S ACCEPTANCE HEREOF, THE VENDOR AGREES TO COMPLY WITH ARTICLE I, SECTION 17 OF THE CONSTITUTION OF THE STATE OF NEW YORK (CONCERNING MAXIMUM PERMISSIBLE WORKING HOURS OF PUBLIC WORK LABORERS), ARTICLE 8 OF THE NEW YORK LABOR LAW, SECTION 5 AND 12 OF THE LIEN LAW ARTICLE 2 OF THE UNIFORM COMMERCIAL CODE, SECTIONS 108 AND 109 AS WELL AS ARTICLE 18 OF THE GENERAL MUNICIPAL LAW, NASSAU COUNTY'S CODE OF ETHICS (CODIFIED WITHIN SECTION 2218 OF THE NASSAU COUNTY CHARTER), AND THE PROVISIONS OF THE ANTI-DISCRIMINATION ORDER OF NASSAU COUNTY. THE VENDOR SHALL KEEP FULLY INFORMED OF ALL ADDITIONAL MUNICIPAL ORDINANCES AND REGULATIONS, STATE AND NATIONAL LAWS IN ANY MANNER AFFECTING THIS ORDER AND THE GOODS OR SERVICES DELIVERED OR RENDERED OR TO BE DELIVERED OR TENDERED THEREUNDER, AND SHALL AT ALL TIMES OBSERVE AND COMPLY WITH SAID ORDINANCES, LAWS AND REGULATIONS AT VENDOR'S SOLE COST AND EXPENSE.
13. THE VENDOR AGREES THAT HE WILL MAINTAIN AND RETAIN ALL RECORDS AND BOOKS DEALING WITH ANY AND ALL TRANSACTIONS WITH NASSAU COMMUNITY COLLEGE FOR A PERIOD OF AT LEAST SIX YEARS FOLLOWING THE LETTER OF TERMINATION OF OR FINAL PAYMENT UNDER THIS ORDER/CONTRACT AND SHALL MAKE SUCH RECORDS AVAILABLE FOR INSPECTION AND AUDIT BY NASSAU COMMUNITY COLLEGE OR NASSAU COUNTY PERSONNEL UPON REQUEST.
14. FAILURE OF THE VENDOR TO EXECUTE AN ORDER AWARDED TO HIM OR TO COMPLY WITH ANY OF THE TERMS AND CONDITIONS HEREIN MAY DISQUALIFY HIM FROM RECEIVING FUTURE ORDERS.
15. VENDOR MUST COMPLY WITH OSHA REGULATIONS.
16. IN ACCORDANCE WITH THE NASSAU COUNTY'S CODE OF ETHICS, THIS CONTRACT/ORDER IS NOT VALID IF CONTRACTOR OR CONTRACTOR'S PERSONNEL ARE EMPLOYED BY NASSAU COUNTY OR NASSAU COMMUNITY COLLEGE.
17. VENDOR MUST SUPPLY ITEMS AND/OR SERVICES EXACTLY AS ORDERED. NO SUBSTITUTES WILL BE ACCEPTED. THIS AGREEMENT IS SUBJECT TO THE PROVISIONS OF ARTICLE 5A OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK, AS AMENDED; NASSAU COUNTY' CODE OF ETHICS; AND THE PROVISIONS OF THE ANTI-DISCRIMINATION ORDER OF NASSAU COUNTY.
18. PROHIBITION OF GIFTS. IN ACCORDANCE WITH COLLEGE'S PROCUREMENT POLICY, THE CONTRACTOR SHALL NOT OFFER, GIVE, OR AGREE TO GIVE ANYTHING OF VALUE TO ANY COLLEGE EMPLOYEE, AGENT, CONSULTANT, CONSTRUCTION MANAGER, OR OTHER PERSON OR FIRM REPRESENTING THE COLLEGE (A "COLLEGE REPRESENTATIVE"), INCLUDING MEMBERS OF A COLLEGE REPRESENTATIVE'S IMMEDIATE FAMILY, IN CONNECTION WITH THE PERFORMANCE BY SUCH COLLEGE REPRESENTATIVE OF DUTIES INVOLVING TRANSACTIONS WITH THE CONTRACTOR ON BEHALF OF THE COLLEGE, WHETHER SUCH DUTIES ARE RELATED TO THIS AGREEMENT OR ANY OTHER COLLEGE CONTRACT OR MATTER. AS USED HEREIN, "ANYTHING OF VALUE" SHALL INCLUDE, BUT NOT BE LIMITED TO, MEALS, HOLIDAY GIFTS, HOLIDAY BASKETS, GIFT CARDS, TICKETS TO GOLF OUTINGS, TICKETS TO SPORTING EVENTS, CURRENCY OF ANY KIND, OR ANY OTHER GIFTS, GRATUITIES, FAVORABLE OPPORTUNITIES OR PREFERENCES. FOR PURPOSES OF THIS SUBSECTION, AN IMMEDIATE FAMILY MEMBER SHALL INCLUDE A SPOUSE, CHILD, PARENT, OR SIBLING. THE CONTRACTOR SHALL INCLUDE THE PROVISIONS OF THIS SUBSECTION IN EACH SUBCONTRACT ENTERED INTO UNDER THIS AGREEMENT.
19. DISCLOSURE OF CONFLICTS OF INTEREST. THE CONTRACTOR HAS DISCLOSED AS PART OF THEIR RESPONSE TO THE COLLEGE'S QUALIFICATION STATEMENT FORM, OR OTHER DISCLOSURE FORM (S), ANY AND ALL INSTANCES WHERE THE CONTRACTOR: (A) EMPLOYS ANY SPOUSE, CHILD, OR PARENT OF A COLLEGE EMPLOYEE OF THE COLLEGE DEPARTMENT THAT CONTRACTED OR PROCURED THE GOODS AND/OR SERVICES DESCRIBED UNDER THIS AGREEMENT; AND, (B) OR THEIR FIRM HAS ANY OFFICERS, EMPLOYEES OR DIRECTORS WHO ARE ALSO EMPLOYEES, OFFICERS, OR BOARD OF TRUSTEE MEMBERS OF NASSAU COMMUNITY COLLEGE. THE CONTRACTOR SHALL HAVE A CONTINUING OBLIGATION, AS CIRCUMSTANCES ARISE TO UPDATE THIS DISCLOSURE THROUGHOUT THE TERM OF THIS AGREEMENT.