



Petaluma Purchase Order General Terms and Conditions

These terms and conditions govern the Vendor's delivery of Products and/or Services described on this Order.

1. Time of Performance. The Products and/or Services must be delivered by the Delivery Date specified on this Order. If this Order is for Services, performance of the Services must commence by the Commencement of Services date specified on this Order. Time is of the essence.

2. Warranty and Title. Vendor warrants that: (A) All Products and Services are as described on this Order, of good quality and free from defects; (B) All Products delivered are merchantable; (C) Vendor has good title to all Products delivered and all Products delivered are free from liens and other encumbrances; and (D) Vendor's delivery of the Products and/or Services will be in strict conformity with all applicable local, state, and federal laws.

3. Precedence, Integration and Binding Effect. If any portion of these terms and conditions conflicts with any information on the face of this Order, the information on the face of this Order will govern. This Order contains the entire agreement between the Vendor and the City concerning the Products and/or Services described on this Order. This Order supercedes all prior agreements concerning such Products and/or Services. This Order may only be modified by a writing signed by authorized representatives of the Vendor and City. This Order is binding on the Vendor, the City, and their successors and assigns.

4. Payment. The City will pay Vendor invoices for Products and/or Services actually delivered in accordance with this Order. To be eligible for payment, Vendor invoices must itemize the Products and/or Services delivered and the corresponding prices in accordance with this Order. Payment of Vendor invoices does not constitute acceptance of Products and/or Services delivered. Prices of Products and/or Services delivered that are not in accordance with this Order are subject to adjustment. In no event will the prices of Products and/or Services delivered exceed that specified on this Order.

5. Independent Contractor. Vendor is an independent contractor and not an employee of the City.

6. Indemnity and Insurance. Vendor agrees to indemnify, defend, and hold harmless the City and its officers, officials, employees, and volunteers from and against any and all liability, loss, damage, expense, costs (including but not limited to attorneys' costs) of every nature arising out of or in connection with the delivery of the Products and/or Services described on this Order or Vendor's failure to comply with any of its obligations pursuant to this Order. However, to the extent this Order is a construction contract as defined in California Civil Code section 2783, as amended from time to time, Vendor's duty to indemnify pursuant to this Order shall not apply when to do so would be prohibited by California Civil Code section 2782. Vendor certifies that Vendor is aware of the provisions of California Labor Code Section 3700 which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the California Labor Code. Vendor will comply with such provisions before delivering the Products and/or Services described on this Order.

7. Termination for Cause. In addition to all other legal and equitable rights of the City, the City may terminate this Order for cause upon any failure by Vendor to fulfill its obligations under this Order. Such termination for cause will be by written notice to the Vendor specifying the Products and/or Services not in accordance with this Order. Upon such notice to the Vendor, the City may purchase Products and/or Services to substitute for those not delivered in accordance with this Order. The City may, at its option, either: (A) deduct the amount by which the cost of such substitute Products and/or Services exceeds the prices specified on this Order from monies due or that may become due the Vendor, or (B) invoice the Vendor for such amount. Any invoice submitted to the Vendor under this provision will be due upon receipt.

8. Termination for Convenience. The City may terminate this Order for convenience upon notice to the Vendor. If the City terminates this Order for convenience, the City will pay the Vendor for Products and/or Services delivered in accordance with this Order prior to the date of termination. The City will also pay the Vendor for Products and/or Services that Vendor cannot cancel as of the date of termination, so long as such Products and/or Services are delivered in accordance with this Order.

9. Assignment, Governing Law. The Vendor may not assign any of Vendor's obligations under this Order without the City's prior written approval. Any purported assignment without such approval will be void. This Order is governed by California law.

10. Compliance With All Laws. Vendor shall fully comply with all applicable local, state and federal rules, laws, regulations and ordinances pertaining to Vendor's performance under this Order, including but not limited to, the California Building Standards Code as in effect in the City, the Americans with Disabilities Act, and any laws and regulations related to any copyright, patent, trademark or other intellectual property right involved in performance of this Order. Vendor's failure to comply with any law(s) or regulation(s) applicable to Vendor's performance under this Order shall constitute a material breach. To the extent that any other government agency or entity provides compensation for any products or services under this Order, Vendor shall comply with all rules and regulations applicable to such fiscal assistance.

11. Living Wage Ordinance. Without limiting the foregoing Section 10, Vendor shall comply fully with all applicable requirements of Petaluma Municipal Code, Chapter 8.36, Living Wage (the "Living Wage Ordinance"), as the same may be amended from time to time. Upon the City's request Vendor shall promptly provide to the City documents and information verifying Vendor's compliance with the requirements of the Living Wage Ordinance, and shall within fifteen (15) calendar days of the Effective Date of this Order, notify each of Vendor's affected employees as to the amount of wages and time off that are required to be provided to them pursuant to the Living Wage Ordinance. The Acknowledgement and Certification Pursuant to City of Petaluma Living Wage Ordinance, attached to this Order as Exhibit _____, shall be a part of this Order for all purposes, and Vendors that are subject to Living Wage Ordinance requirements, as determined by the City, must provide a properly completed Exhibit _____ in accordance with the requirements of the Living Wage Ordinance. Vendor's noncompliance with the applicable requirements of the Living Wage Ordinance shall constitute cause for City's termination of this Order pursuant to Section 7 hereof.