Purchase Order General Terms and Conditions

Vendor agrees that the following terms and conditions apply to the Purchase Order and are incorporated therein by this reference. California law applies to the interpretation and performance of the requirements of the Purchase Order and these terms and conditions. The terms and conditions are as follows:

1. No alteration in any of the terms, conditions, delivery, price, quality, quantities, or specifications of this order will be effective without prior consent of the Purchasing Agent of Yolo Emergency Communications Agency (YECA). Prices specified include all taxes and shall not be increased by failure of Seller to have included any applicable tax or as the result of any change in Seller's tax liability.

2. For any exception to the delivery date as specified on this Purchase Order, the vendor shall give prior notification and obtain approval thereto from the Purchasing Agent Of YECA.

3. YECA will not honor drafts for bills contracted. All accounts are paid by remittance by mail. No goods accepted on sight draft basis. YECA cannot recognize assignments.

4. Shipping Instructions: Unless otherwise specified, please ship prepaid via cheapest common carrier F.O.B. Destination. If terms must be F.O.B. Shipping Point, please prepay and list shipping charges separately on invoices less Federal Transportation Tax. Substantiation of prepaid freight and express must be attached to your invoices. C.O.D. shipments will not be accepted.

5. Materials purchased are subject to the approval of the YECA and if rejected are held subject to the vendor's risk and expenses incurred for their return.

6. Purchase order number must appear on all invoices, packing lists, packages, shipping notices, instruction manuals, and any correspondence. Invoices must be fully itemized and show date, weights, sizes, quantity, discounts, etc. Render separate invoices for each purchase order. The following information is required on all invoices: (1) permit number when billing California sales/USE Tax, (2) taxpayer reporting number (Social Security or Employer Identification Number) in accordance with requirements of the Internal Revenue Service.

7. The YECA will pay the undisputed portion of the properly rendered invoices thirty (30) days from invoice date. YECA shall have the right to withhold payment of any invoiced amounts that are disputed in good faith until the parties reach an agreement with respect to the disputed amount. Such withholding of disputed amounts shall not be deemed a breach of this purchase order, nor shall any interest be charged on such amounts.

8. The vendor agrees to protect the YECA against all claims for patent or franchise infringement arising from the purchase, installation, or use of the material ordered on this contract, and to assume all expense and damage arising from such claims.

9. It is agreed that the waiver or acceptance of any breach of any of the terms of this order shall not operate to relieve the vendor of the responsibility hereinunder for any prior or subsequent breach.

10. All specifications and plans referred to in this order shall form a part of the contract.

11. The vendor warrants articles supplied under this contract to conform to specifications herein, to be fit and sufficient for the purpose manufactured, merchantable, of good material and workmanship, and free from defect.

12. Cash discount period on all invoices shall commence date correctly completed vouchers or shipment received by YECA, whichever is later. If an adjustment or damage occurs on a shipment subject to cash discount, discount will be taken effective on date final approval for payment is authorized.

13. YECA is exempt from Federal Excise and Transportation Taxes. Exemption certificate will be furnished upon request.

14. Liens: Vendor, by accepting this purchase order, warrants and represents that the goods, wares or merchandise ordered herein are free and clear from all claims and liens.

15. Special brands, when named, are to indicate the standard of quality, performance or use desired. Bids on your equal will be considered, provided you specify brand, model, and necessary descriptive literature. If you wish to bid a brand not represented as equal in quality, performance, or use to that specified, you must indicate clearly that your bid represents an alternate not an equal.

16. Warranty: Not withstanding any other provisions of this order, seller warrants that the materials, supplies, or services furnished shall be the most suitable grade and exactly as specified in this order. Such warranty shall include the following: performance, workmanship, labor, materials, seller's design or engineering contributions. If a defect is discovered in any item of materials, supplies or services covered in this order, seller shall correct at his/her expense (including shipping) such defects as are reported within one year after final acceptance of the applicable warranty period. Upon expiration of the applicable warranty period, all such liability shall terminate except for fraud or such gross mistakes as amount to fraud, latent defects, or specific failure to comply with the terms of this order. Unless otherwise stated in this order, the minimum acceptable warranty shall be one year from the date of acceptance by YECA.

17. A material safety data (MSD) sheet is required for any material that is hazardous or contains hazardous ingredients as required by the California Labor Code Section 6360. All MSD's are to be forwarded to the shipping address shown on the front of the purchase order.

18. With the exception that this section shall in no event be construed to require indemnification by Vendor to a greater extent than permitted under California law, Vendor shall indemnify, defend and hold harmless YECA, officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorney fees) and liability of any kind or nature arising out of or resulting from performance of the work, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by any negligent or intentional act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Vendor and/or Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in the Purchase Order. In providing any defense under this Paragraph, Vendor shall use counsel reasonably acceptable to YECA's Counsel.

19. Termination: This purchase order may be terminated in whole or in any part at any time by written notice and YECA shall be liable at the stipulated price only for such materials and/or services as have been delivered and/or rendered and accepted. YECA shall not be liable for any excess costs arising out of such termination, and failure of the Vendor to cease delivery and/or work upon receipt of termination notice shall not occasion a claim for extra costs.

20. Non-delivery within the time specified may result in cancellation in whole or part of this purchase order. Vendor may be held liable for damages caused to YECA as a result of said non-delivery. YECA may, by written notice of default to the vendor, terminate any (resulting) order in whole or in part should vendor fail to deliver within the time specified, or fail to deliver in strict conformance to specifications set forth by YECA. In the event of such termination, YECA reserves the right to purchase or obtain the supplier or services elsewhere. In case of default by vendor YECA may procure the articles or services from other source and may recover the loss occasioned thereby from any unpaid balance due the vendor or by proceeding against performance bond of vendor, if any, or by legal process against vendor. The prices paid by YECA shall be considered the prevailing market price at the time such purchase is made.

21. For all onsite installation, service or delivery, vendor shall at all times maintain, at its expense, the following minimum coverages and requirements: (a) Comprehensive General Liability=$2 mil/occurrence and $4 mil/aggregate; (b) Automobile Liability=$1mil/occurrence (include coverage for hired and non-owned vehicles; and (c) Workers Compensation=Statutory Limits (or for Employers' Liability=$1 mil/accident for bodily injury or disease). General Liability must also include additional insured endorsement page showing "YECA, its officers, agents, employees and volunteers" as additional insured, or a blanket endorsement is acceptable. Insurance must be on file prior to the start of any contract.

22. If a vendor employs subcontractors in the performance of its work, vendor agrees to obtain insurance that meets the coverage limits and other requirements set forth above from its subcontractor(s) and provide evidence acceptable to YECA, in its reasonable discretion, of the existence of such insurance.

23. Business and Travel Expenses: YECA will only reimburse reasonable and necessary business and travel expenses actually incurred by upon Contractor's submission of detailed expense reports with back-up documentation including original receipts. All such expenses and all travel plans must be approved in advance by YECA. Travel rates, business expenses, per-diem and other travel related reimbursement expense shall not exceed the then-current California State Department of General Services published allowable rates or deviate from YECA's published travel policy during the term of the Agreement.

Address all correspondence and acknowledgments pertaining to this order to:

Yolo County Emergency Communications Agency accountspayable@yolo911.org