

## **City of Thousand Oaks**

### **Purchase Order Terms & Conditions**

In consideration of the issuance of this Purchase Order by the City Purchasing Officer and acceptance thereof by the Vendor, it is agreed:

1. The Vendor shall furnish to the City the labor, materials, equipment, or supplies described in the Purchase Order on the reverse side hereof;
2. The City shall pay to the Vendor the price or prices specified in the Purchase Order upon delivery of the materials, equipment, or supplies and acceptance thereof by the City Purchasing Officer, or upon the completion of the work to be performed and the acceptance thereof, as specified in the Purchase Order;
3. On the date of shipment, mail invoices (in triplicate) to the City and reference the department indicated at the top of the Purchase Order. If invoices subject to cash discount are not mailed on the date of shipment, discount period will be calculated from the date the invoice is received;
4. If the Purchase Order is continuing in nature, the City shall pay to Vendor after the close of each calendar month the amount due Vendor for material, equipment or supplies furnished, or work completed and accepted, as herein provided, during the proceeding calendar month;
5. The Vendor shall deliver the materials, equipment, or supplies or cause the work to be performed, within the time and in the manner specified in the Purchase Order. The Vendor may, at City discretion, be excused in performance for delays resulting from causes beyond the control of the Vendor, only if the Vendor gives the City Purchasing Officer prompt notification of such delays and the reason for same on or before the time set for performance;
6. The City will not be bound in any manner for goods delivered or services rendered except on the basis of this order and all conditions contained herein;
7. Goods delivered or services rendered must be strictly in accordance with bid or quotation referred to, and shall not deviate in any way from the terms, conditions, or specifications of the bid or quotation;
8. By accepting this order, the Vendor understands and agrees that any terms and conditions contained on Vendor's acknowledgement or other forms that are in conflict with those contained herein are null and void;
9. No substitution, changes, or deviations shall be made without a formal written change order from the City Purchasing Officer. Do not fill order if unable to fill exactly as written;

10. In the event of the adjudication of Vendor, a bankruptcy, or the filing of any petition by or against Vendor, under the federal bankruptcy laws or the laws of any state or territory relating to the relief of debtors, for reorganization, arrangement, or other similar relief provided therein, unless such petition filed against Vendor is dismissed within thirty (30) days, or the making by Vendor of a general assignment for the benefit of creditors, the City shall have the right, in its sole discretion, to reduce the quantities of goods or services to be provided hereunder and to cancel this and any or all other orders or contracts between Vendor and the City;
11. All blueprints, drawings, dyes, patterns, tools, etc., prepared or constructed by Vendor and paid for by the City of Thousand Oaks shall be the property of the City of Thousand Oaks, and upon completion of deliveries under this order, or in case of cancellation of this order for any reason, Vendor agrees to deliver the City of Thousand Oaks all blueprints, drawings, dyes, patterns, tools, etc., which may have been either furnished or paid for by the City;
12. In the event work is performed, or labor furnished to the City under this Purchase Order, Vendor shall defend, indemnify, and save harmless the City, its officers and employees, from and against any and all liability, claims, cost, loss, or expense arising out of or connected with or attributable to any work performed under this Purchase Order, Vendor shall obtain and keep in full force and effect during the performance of any work herein a policy of Public Liability and Property Damage Insurance, issued by a company authorized to transact business in the State of California, in an amount not less than:
  - \$2,000,000 – General Personal Injury, Property Damage Liability, each Clamant
  - \$2,000,000 – Each occurrence for the injury or death of a person, or persons, and property damage (which policy may have an aggregate annual limit, but in an amount of no less than \$4,000,000)
  - \$1,000,000 – Automobile Liability combined single limit for each accident
  - \$1,000,000 – Worker's Compensation
  - \$1,000,000 – Professional Errors and Omissions Insurance per occurrence or claim, \$2,000,000 aggregate