

CITY OF MURRIETA
Purchase Order General Conditions

1. In accepting the award of a Purchase Order from the City of Murrieta, the Supplier agrees to having read and acknowledged these General Conditions.
2. This purchase order shall be governed by the laws of the State of California.
3. All sales, use, excise or similar taxes to be paid by City must be itemized separately hereon and on invoices. City is exempt from payment of Federal Excise Tax and supplier shall not charge this tax to City. Charges for Shipping and Handling should be separated and reflected on the invoice.
4. City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council appropriating the necessary funds. A fiscal year commences on July 1 and ends on June 30 of the following year. If the City Council fails to appropriate the necessary funds for any fiscal year, then the Purchase Order shall terminate at no additional cost or obligation to City.
5. Time is of the essence. If at any time Supplier believes that goods, materials, equipment, supplies ("item"), labor or services will not be made as scheduled, supplier shall immediately give notice stating the cause of the delay to City.
6. Supplier warrants that the items delivered and the work or services performed shall conform to the specifications, drawings, samples or other description specified by City and shall be fit and sufficient for the purpose intended, merchantable, of good materials and workmanship, in good working order and free from defect or faulty workmanship for a period of at least ninety (90) days, after delivery. When defective items or faulty workmanship is discovered, Supplier shall provide all labor, materials, parts and equipment to correct such defect or make such replacement at no expense to the City. Defective items not meeting City's specifications shall be held for Supplier's instructions at Supplier's risk and, if Supplier so directs, will be returned at Supplier's expense.
7. City shall not be liable for, and Supplier shall defend (with attorneys approved by City), indemnify, and hold harmless City and its officers, agents, employees and volunteers (collectively "City Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs ("Claims"), which arise out of or are in any way connected to the work performed by Supplier, and covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Supplier or its officers, employees, agents, contractors, licensees or servants. Supplier shall have no obligation, however, to defend or indemnify City Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of City Parties.
8. City reserves the right to terminate this Purchase Order, or any part of it, at any time even though Supplier is not in default. On receipt of notice of termination, Supplier shall, unless such notice otherwise directs, immediately discontinue all work on the Purchase Order and deliver, if and as directed, to City all completed and partially completed items and work in process. This section shall not limit or affect the right of City to terminate this Purchase Order immediately upon Supplier's breach.
9. City reserves the right to terminate this Purchase Order or any part of it and reject delivery of items if delivery is not made when and as specified. Supplier shall be charged for any losses sustained by City by reason of such delay or failure, except losses caused by a delay for reasons beyond Supplier's reasonable control. Direct losses shall include any costs to City in excess of the Purchase Order price of obtaining items or services from other sources similar to those terminated or rejected.
10. Supplier shall not substitute items without approval of the City Purchasing Agent or designee.
11. Supplier shall keep confidential and not disclose or use in any way confidential business or technical information that the City may disclose in conjunction with this Purchase Order that Supplier may learn as a result of entering City property to deliver items or services or to perform work hereunder.
12. Supplier shall not assign this Purchase Order or any part hereof or any payments due hereunder or delegate any duties without City's prior written approval.
13. This Purchase Order shall not be amended, modified or rescinded, except by written agreement signed by the parties and expressly referring to this Purchase Order.
14. Supplier shall comply with all applicable federal, state and local laws, rules, regulations and ordinances pertaining to the subject matter hereof, and shall obtain all necessary licenses and permits related to the items, work or services
15. Supplier, its employees, and agents shall be considered independent contractors and not employees or agents of City.
16. City's purchases are based on its actual needs and requirements. City is obligated only to purchase those items and those quantities that City needs and requires, regardless of any estimated quantities provided to the Supplier.
17. Shipping – Deliveries must be prepaid. City will not accept COD shipments. Packing lists must accompany each shipment, showing purchase order number, description and part number for each item. Shipments must be identified as "PARTIAL" or "COMPLETE". Over shipments, unless specifically authorized, will not be accepted.
18. Material is subject to Purchasing Agent's inspection and approval within a reasonable time after delivery; if specifications are not met, material may be returned at Supplier's expense.
19. Invoicing – Send invoice promptly for each partial or complete shipment, showing purchase order number. Invoice each Purchase Order separately, in duplicate.
20. Payment - Supplier shall submit invoices to the City for payment of goods and services rendered. Unless otherwise specified, the City shall pay properly submitted invoices not more than 30 days after (i) the acceptance of goods or services by the City; and (ii) receipt of an undisputed invoice. Late payment penalties shall not apply to this order.