

**CITY OF CHULA VISTA
STANDARD TERMS AND CONDITIONS
FOR PURCHASE ORDERS**

1. These City of Chula Vista Standard Terms and Conditions for Purchase Orders (“Standard Conditions”) shall be attached to all purchase orders (“Purchase Orders”) issued by the City of Chula Vista (“City”) to vendors (“Vendors”) for the purchase of materials or services. A fully executed Purchase Order, any supplemental specifications referred to in the Purchase Order (“Supplemental Specifications”), and these Standard Conditions shall constitute the agreement between City and Vendor with respect to the specified materials and/or services to be provided by Vendor pursuant to such documents (collectively, the “Agreement”).
2. In the event of any conflict between the terms of the Purchase Order and the Supplemental Specifications, the terms of the Supplemental Specifications shall govern. To the extent of any conflict between the terms of the Purchase Order or the Supplemental Specifications and these Standard Conditions, the terms of these Standard Conditions shall govern.
3. Vendor shall not assign nor delegate duties or responsibilities under the Agreement, in whole or in part, without prior written approval of the City in the City’s sole discretion. Any non-authorized attempt by Vendor to assign its duties or responsibilities shall be void, as of the initiation of any such attempt.
4. Vendor shall strictly comply with all Federal, State and Local Laws, Ordinances, Regulations, and Statutes, that apply to the performance of Vendor’s duties under the Agreement. If any permits or licenses are required for Vendor to perform its duties under the Agreement, Vendor shall first obtain such permits/licenses, at Vendor’s sole expense.
5. Vendor must obtain a business license from the City in accordance with the requirements of Chula Vista Municipal Code Section 5.02.020. Section 5.02.20 states: *It is unlawful for any person, or for any person as agent, clerk or employee, either for himself or for any other person, within the corporate limits of the City, to transact, engage in, or carry on any business, show, exhibition or game hereinafter specified without first having procured a license.*
6. The terms and conditions in the Agreement constitute the entire agreement between both parties and supersede all previous communications, whether oral or written. The terms and conditions of the Agreement shall prevail over any conflicting, additional, or other terms and conditions appearing on any writing or acknowledgment by the vendor. No change to the Agreement shall be valid unless made in writing and signed by both parties.
7. Specific brand names, manufacturers, and model numbers referenced in the Purchase Order or any Supplemental Specifications must be provided by Vendor. No substitutions are allowed without City’s prior express written approval, which may be provided in City’s sole discretion.
8. In the event that any one or more of the provisions of the Agreement shall be found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in effect and enforceable in City’s sole discretion.
9. In the absence of discount terms, invoices shall be net thirty (30) days from the date of material/service acceptance or invoice receipt, whichever is later. Prompt payment discounts will not be considered in evaluating bids for award. However, any such discounts offered by Vendor shall remain available to City. All payments by City to Vendor shall be made by either credit card, or by any other form of electronic payment through the City’s credit card affiliate. If the credit card or other electronic form is not accepted, payment may be made via Electronic Funds Transfer (such as ACH or wire transfer).
10. Unless otherwise specified, City acceptance of materials or services purchased will be at destination specified by City and will be made by an authorized employee or representative of City. Until delivery to, and acceptance by, City, risk of loss is Vendor’s responsibility.
11. Prior to performing any services under the Agreement, Vendor shall submit to the City proof of insurance in the amounts and types and subject to the conditions identified in the City’s Memorandum of Insurance provided under separate cover and incorporated into the Agreement by this reference. Vendor is solely responsible for all insurance premium payments.
12. In the event that services are being provided under the Agreement, Vendor, its employees and agents, shall perform as independent contractors and shall not be deemed to be employees of City, and none of them shall be entitled to any benefits to which City employees are entitled including, but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits.

**CITY OF CHULA VISTA
STANDARD TERMS AND CONDITIONS
FOR PURCHASE ORDERS**

13. To the maximum extent allowed by law, Vendor shall defend, indemnify, protect and hold harmless the City, its elected and appointed officers, employees, and agents, from and against all claims for damages, liability, and expenses (including attorneys' fees) arising out of the Agreement and/or Vendor's actions or omissions in connection with Vendor's performance under the Agreement, excluding, however, damages, liability, and expenses due to the sole negligence or willful misconduct of City, its officers, employees, or agents.
14. Any information deemed confidential or proprietary by Vendor shall be clearly identified. Such information will be protected and treated with confidentiality only to the extent permitted by law. Otherwise, information provided shall be considered public record.
15. To the extent that the work contemplated under the Agreement is a "Public Work" as defined by California Labor Code section 1720 et. seq., Vendor shall pay prevailing wage for such work. In the event that the dollar amounts that trigger the payment of prevailing wage or the categories of work considered "Public Works" are amended under California Law, rules or regulations, Vendor shall comply with obligations under such amendments.
16. No suit or arbitration shall be brought arising out of the Agreement against City unless a claim has first been presented in writing and filed with City and acted upon by City in accordance with the procedures set forth in Chapter 1.34 of the Chula Vista Municipal Code, as same may from time to time be amended. Upon request by City, Consultant shall meet and confer in good faith with City for the purpose of resolving any dispute over the terms of the Agreement.
17. In addition to any and all other remedies available to City at law or in equity, City may terminate the Agreement and be relieved of any consideration to Vendor should Vendor fail to perform its obligations. Furthermore, City may terminate the Agreement for any reason, without penalty, upon giving thirty (30) days' written notice to Vendor. In the event of termination, the full extent of City liability shall be limited to payment for materials and/or services authorized by, and received to the satisfaction of, City.
18. The Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to the Agreement shall be brought only in the federal or state courts located in San Diego County, State of California, and when possible, the City of Chula Vista. Venue for this Agreement, and performance under it, shall be the City of Chula Vista.

The City Attorney has approved these
Standard Terms and Conditions for
Purchase Orders as to Form and
Legality through
June 30, 2019



Glen R. Googins, City Attorney