

## YUBA COUNTY STANDARD TERMS AND CONDITIONS – PURCHASE ORDERS

The following general terms and conditions are to be incorporated into and will become a part of this contractual agreement ("Contract") between Supplier/Vendor/Contractor, ("Supplier") and Yuba County ("County").

1. **Agreement.** "Terms and Conditions" stated in this document shall apply to this Contract between the Supplier and County. Any other terms and conditions must be agreed to by the County in writing. Upon acceptance of this Contract, the Supplier agrees to abide by these Terms and Conditions. This Contract is binding on the heirs, successors, assigns, and representatives of the Supplier.
2. **Acceptance.** Acceptance of Purchase Order implies the acceptance of all Terms and Conditions contained herein, and all specifications, drawings, and additional terms and conditions referred to herein and/or attached hereto. Read them carefully. No substitutions or changes will be effective without County's written approval.
3. **Modifications and Amendments.** This Contract may be modified or amended upon mutual agreement between County and Supplier by written document subject to any required County, State, or Federal approval. Any modifications in amount or scope must be made in writing upon mutual agreement.
4. **Compliance with Law.** Supplier shall be subject to and comply with all Federal, State, County, and local regulations with respect to its performance and any disputes arising under this contract, including but not limited to, licensing, employment, purchasing practices; wages, hours, and conditions of employment, and nondiscrimination; the Fair Labor Standards Act of 1938 as amended; Executive orders and rules and regulations of the President's Committee on Equal Employment Opportunity; and the California Occupational Safety and Health Act of 1973.
5. **Indemnification.** The Supplier agrees to indemnify and hold harmless the County, its officers, agents, and employees against all claims, demands, and judgments made or recovered against the County for damages to real, tangible, or personal property, including injury or death, in connection with this Contract to the extent such damage, injury, or death was caused by negligence, intentional, or willful misconduct of Supplier during the operations in connection with the performance of work or duties undertaken as a result of the acceptance of this Contract.
6. **Insurance.** Supplier shall provide proof of at least \$1,000,000 General Liability coverage, unless otherwise specified. Supplier shall be required to provide a certificate of insurance naming County as additional insured before beginning work/services in amounts specified by County for the term of this Contract.
7. **Jurisdiction.** This Contract is made in the County of Yuba and shall be governed and construed in accordance with the laws of the State of California. Any action relating to this Contract shall be instituted and prosecuted in the courts of the County of Yuba, State of California.
8. **Endorsements.** Supplier shall not in its capacity as a Supplier with the County publicly endorse or oppose the use of, or attribute qualities or lack of qualities of, any particular brand name or commercial product / service without the prior approval of the County. Supplier shall not imply County's endorsement of Suppliers products or name.
9. **Inspection.** Supplier's performance, place of business, and records pertaining to this contract are subject to monitoring, inspection, review, and audit by authorized representatives of the County, State of California, and Federal Government.
10. **Records.** Supplier shall keep and make available for inspection and copying by authorized representatives of the County, State of California, and Federal Government, the Supplier's regular business records and such additional records pertaining to this Contract as may be required by the County. Supplier shall retain all documents pertaining to this Contract for three (3) years from the Contract ending date and for any further period that is required by law.
11. **Written Notice.** This Contract may be terminated by either party, at their sole discretion, upon thirty-day (30) advance written notice thereof to the other and may be cancelled immediately by written mutual consent.
12. **Failure to Perform.** The County, upon written notice to Supplier, may immediately terminate this Contract should the Supplier fail to perform properly any of its obligations hereunder.
13. **Cessation of Funding.** In the event that Federal, State, County, Grant funding for this Contract ceases, this Contract may be terminated by County immediately without notice and without penalty to the County. In the event no funds or insufficient funds are appropriated and budgeted in any Fiscal Year for payments due under this Contract, this Contract shall create no obligation on the County except as to the portions of payment herein agreed upon for which funds shall have been appropriated and budgeted, and no right of action or damages shall accrue to the benefit of Supplier, its successors, and assigns, as to that portion of this Contract which may so become unenforceable.
14. **Non-Renewal & Extension.** Supplier understands and agrees that there is no representation, implication, or understanding that the products/services provided by the Supplier will be purchased by the County under a new Contract following expiration or termination of this Contract.
15. **Contractors:** If Applicable, Supplier shall possess license(s) required in the bid at the time this contract is awarded (PCC3300). Supplier shall provide a Payment Bond for public works projects, when project is in excess of \$25,000 (PCC3247). For public works projects greater than \$1000, the Supplier shall pay the general prevailing rate of per diem wages to all workers employed on contracted project as established by the California Department of Industrial Relations (PCC1770-1780). Supplier shall be required to maintain and furnish upon request, a certified copy of each weekly payroll containing a signed statement of compliance (PCC1771.5(b)(3)).
16. **Assignment.** This order or any payment due hereunder is not assignable by Supplier without written approval of County.
17. **Installation.** Unless otherwise noted, all manufactured materials, products, processes, equipment or the like shall be installed in accordance with manufacturer's printed instructions or specifications.
18. **Warranty and Quality Inspection.** Supplier warrants that all articles, materials and work furnished shall be of good quality and free from defects, shall conform to drawings and/or specifications and shall be merchantable quality and fit for the purpose for which purchased, and shall be at all times subject to County's inspection; but neither County's inspection nor failure to inspect shall relieve Supplier of any obligation hereunder. If, in County's opinion, any article, material or work fails to conform to specifications or is otherwise defective, Supplier shall promptly repair or replace same at Supplier's expense. No acceptance or payment by County shall constitute a waiver of the foregoing, and nothing herein shall exclude or limit any warranties implied by law.
19. **Acceptance by County.** All goods delivered and/or services performed and completed under the Agreement are subject to the acceptance of the County or its authorized representatives. Supplier shall remedy any problems holding up acceptance in a manner and timeline acceptable to the County. Failure by the Supplier to take corrective action within 24 hours after personal or telephonic notice by the County's representative on conditions affecting essential use, safety or the preservation of property and within ten days following written notice on other deficiencies will result in the County taking whatever corrective action it deems necessary. All costs resulting from such action by the County will be claimed against Supplier.
20. **Activities on Premises.** Premises, buildings and other facilities adjacent to designated or assigned work, and storage areas and access routes will be occupied by County and in continuous operation throughout duration of this Contract. Work under the Contract shall be programmed and executed so as not to interrupt County's operations, and conducted to cause the least interference and nuisance possible. Premises, building, ground and utilities serving them not particularly assigned to Supplier shall not be used for Supplier's convenience nor used without express permission to do so, arranged for in advance with County. Supplier shall maintain and protect existing facilities encountered or in near vicinity of work or operations. No service shall be shut down, transferred or otherwise interrupted without first being scheduled to be done at a time agreeable to County. Any shutdown of any utility shall be scheduled two working days in advance with authorized County representative. When utilities are accidentally or inadvertently interrupted, they shall be immediately restored to service prior to continuation of any other work under the Contract, regardless of the hour of occurrence.
21. **Safety and Security Guidelines.** Supplier must meet all County facility safety and security guidelines including but not limited to background checks through the County Probation Department at Supplier's expense.
22. **Shipping Charges for Commodities.** All prices unless otherwise specified are net F.O.B. Destination with transportation charges prepaid. If shipment is made by freight or express and charges added to invoice, the original bill of lading properly receipted shall accompany invoice. All charges must be prepaid.
23. **Time is of Essence.** It is agreed that time is of the essence and that the work shall be completed within the number of calendar days as agreed upon by County and Supplier from the date of commencement of this Contract.
24. **Conflicts of Interest.** Supplier, its officers, partners, associates, agents, and employees, shall not make, participate in making, or in any way attempt to use the position afforded them by this Contract to influence any governmental decision in which he or she knows or has reason to know that he or she has a financial interest under California Government Code Section 87100, et seq., or otherwise.
25. **Confidentiality.** Supplier must maintain compliance with all Federal, State, and local confidentiality regulations. At no time shall Supplier's employees, agents, or representatives in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any County information that they come across in the performance of this Contract.
27. **Cancellation.** County reserves the right to terminate any contract, purchase order, or award, in whole or in part at anytime, when in the best interests of the County, without penalty or recourse. Upon receipt of written notice, supplier shall immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination and take appropriate actions to minimize further costs to the County. In the event of termination under this paragraph, all documents, data, and reports prepared by the contractor under the contract shall become the property of and be promptly delivered to the County. The contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.