

**City of Yakima/Yakima County
Purchase Order (PO) Terms and Conditions**

1. **CHANGES:** No alteration in any of the terms, conditions, delivery, price, quality, quantities, or specifications of this order will be effective without written consent of the City/County.
2. **ADD-ON:** By mutual agreement, the quantity of items purchased may be increased within 12 months of the date of award, provided the original purchase price, terms, conditions, and specifications remain the same.
3. **HANDLING:** No charges will be allowed for handling which includes, but is not limited to, packing wrapping, bags, containers, or reels, unless otherwise stated herein.
4. **DELIVERY:** For any exception to the delivery date as specified on this order, Vendor shall give prior notification and obtain written approval thereto from the City/County. With respect to delivery under this order, time is of the essence, and the order is subject to termination for failure to deliver as specified. The acceptance by the Purchaser of late performance with or without objection or reservation shall not waive this right to claim damage for such breach nor constitute a waiver of the requirement for the timely performance of any obligation remaining to be performed by Vendor.
5. **MSDS:** Material Safety Data Sheets to be included with shipments of any material requiring this documentation, per OSHA and WSHA regulations.
6. **PAYMENT TERMS:** Unless otherwise negotiated, the terms of payment shall be net 30 days from receipt of a proper invoice. PO numbers must be noted on all invoices.
7. **COMPLIANCE WITH APPLICABLE LAWS:** Vendor shall comply with all applicable federal, state, local laws and regulations.
8. **LICENSES:** If applicable, successful vendor shall have a valid and current business license per Chapter 5.02 Section 5.02.010 of the Yakima Municipal Code covering this type of business and shall satisfy all applicable City Code provisions. Said license shall be obtained prior to the award of any PO/contract. Inquiries as to fees, etc., should be made to the Office of Code Administration, telephone (509) 575-6121.
9. **PAYMENTS AND ASSIGNMENTS:** Invoices will not be processed for payment until items invoiced are received. All payments to Vendor shall be remitted by mail, unless other arrangements have previously been made. Furthermore, the provisions of monies due under this contract shall only be assignable with prior written consent of the City/County.
10. **SHIPPING INSTRUCTIONS:** Unless otherwise specified, all goods are to be shipped prepaid, FOB Destination. Where shipping addresses indicate room numbers and/or inside delivery, it will be up to the Vendor to make delivery to that location at no additional charge. Where specific authorization is granted to ship goods to FOB shipping point, Vendor agrees to prepay all shipping charges and route as instructed. It is also agreed that the Purchaser reserves the right to refuse COD shipments.
11. **REJECTION:** All goods or materials purchased herein are subject to approval by the Purchaser. Any rejection of goods or materials resulting because of nonconformity to the terms and specifications of this order, whether held by the Purchaser or returned will be at Vendor's risk and expense.
12. **IDENTIFICATION:** All invoices, packing lists, packages, shipping notices, and other written documents affecting this order shall contain the applicable PO number. Packing lists shall be enclosed in each and every box or package shipped pursuant to this order, indicating the contents therein.

- 13. INFRINGEMENTS:** Vendor agrees to protect and save harmless, the Purchaser against all claims, suits, or proceedings for patent, trademark, copyright, or franchise infringement arising from the purchases, installation, or use of goods and materials ordered and to assume all expenses and damages arising from such claims, suits, or proceedings,
- 14. WARRANTIES:** Vendor represents and warrants that the goods are new, current, and fully warranted by the manufacturer. Delivered goods will comply with specifications and be free from defects in labor, material and manufacture. All UCC implied and expressed warranties are incorporated in this PO. Vendor shall transfer all warranties to the City/County.
- 15. CASH DISCOUNT:** In the event that the Purchaser is entitled to a cash discount, the period of computations will commence on the date of delivery or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is made part of the contract but the invoice does not reflect the existence of a cash discount, Purchaser is entitled to a cash discount with the period commencing on the date it is determined by Purchaser that a cash discount applies.
- 16. TAXES:** Unless otherwise indicated, the Purchaser agrees to pay all State of Washington sales or use tax. No charge by Vendor shall be made for Federal excise taxes, and the Purchaser agrees to furnish Vendor, upon acceptance of articles supplies under this order, with an exemption certificate.
- 17. LEINS, CLAIMS, AND ENCUMBRANCS:** Vendor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.
- 18. RISK OF LOSS:** Regardless of FOB Point, Vendor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur prior to delivery. Such loss, injury, or destruction shall not release Vendor from any obligation hereunder.
- 19. HOLD HARMLESS:** Vendor shall indemnify, defend and hold harmless the City/County and its agencies, their divisions, officers, employees, and agents, from all claims, suits or actions of any nature arising out of or related to the activities of Vendor, its officers, subcontractors, agents or employees under this PO/contract.
- 20. FORCE MAJEURE:** Vendor will not be responsible for delays in delivery due to acts of God, fire, strikes, epidemics, war, riot, delay in transportation or railcar transport shortages, provided vendor notifies the Purchasing Manager immediately in writing of such pending or actual delay. Normally, in the event or any such delays (acts or God, etc.) the date of delivery will be extended for a period equal to the time lost due to the reason for delay.
- 21. TERMINATION:** (i)The parties may terminate this PO by mutual agreement. (ii)The City/County may terminate this PO at any time with written notice to Vendor. Upon receipt of the written notice, Vendor shall stop performance, and City/County shall pay Vendor for goods delivered and accepted. (iii)The City/County may terminate this PO at any time if Agency fails to receive funding, appropriations, or other expenditure authority. (iv) If Vendor breaches any PO provision or is declared insolvent, the City/County may terminate this PO for cause with written notice to Vendor, and Vendor shall be liable for all incidental and consequential damages resulting from its breach, including all damages as provided in the UCC.
- 22. PUBLIC DISCLOSURE:** PO and all contents and attachments shall be deemed a public record as defined in RCW 42.56 "Public Records."

- 23. NONDISCRIMINATION AND AFFIRMATIVE ACTION:** During the performance of this contract, the Vendor agrees as follows: (i) The Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, religion, age, marital status, disability, sex, sexual orientation or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause. (ii) The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, age, marital status, disability, sex, or national origin. (iii) The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, advising the labor union or workers' representative of the Vendor's commitment to non-discrimination, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (iv) The Vendor will furnish all information and reports required by the City/County and will provide on request evidence to substantiate compliance with non-discrimination clauses of this contract. (v) In the event of the Vendor's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for any future City/County contracts.
- 24. ANTI-TRUST:** Vendor and the Purchaser recognize that in actual economic practice, overcharges resulting from anti-trust violations are in fact borne by the Purchaser, therefore, Vendor hereby assigns to the Purchaser any and all claims for such overcharges.
- 25. DEFAULT:** The Vendor covenants and agrees that in the event suit is instituted by the Purchaser for any default on the part of the Vendor and the Vendor is adjudged by a court of competent jurisdiction to be in default, he shall pay to the Purchaser all costs, expenses expended or incurred by the Purchaser in connection therewith, and reasonable attorneys' fees.
- 26. SEVERABILITY:** If a court of competent jurisdiction declares any provision of the PO to be invalid, the other provisions and the rights and obligations of the parties remain in effect.
- 27. ACCEPTANCE:** This order expressly limits acceptance to the terms and conditions stated herein. All additional or different terms proposed by Vendor are objected to and hereby rejected, unless otherwise provided in writing by the City/County.