

CITY OF COLTON
PURCHASE ORDER TERMS & CONDITIONS

1. DELIVERY: If delivery of the commodity or service cannot be made exactly as specified and at the time and price shown, notify the City Purchasing Division immediately. Do not make delivery changes without approval (909) 370-5047.
2. MISCELLANEOUS CHARGES: No charges for transportation, containers, packaging, etc, will be allowed unless so specified in this order.
3. FREIGHT CHARGES: On shipments sold F.O.B. point of origin, prepay charges and add to invoice, original copy of paid express or freight bill must be attached to invoice.
4. HOLD HARMLESS: The vendor shall indemnify and hold the City of Colton, its officers, agents and employees, harmless from all claims, actions, proceedings, clauses, damages and liabilities, including attorney fees, caused by defect(s) in the item(s) purchased hereunder, or resulting from the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this order.
5. EXCISE TAX: If federal excise tax is applicable to the transaction, it must be so stated and excluded from the price of the article. The City of Colton, as a governmental agency, is exempt from the payment of said tax and will issue an exemption certificate upon request.
6. SALES AND USE TAXES: sales tax must be shown on the invoice as a separate item. On out-of-state purchases, the vendor must show his Use Tax Permit Number issued by the California State Board of Equalization, which authorized him to charge and collect California sales tax.
7. PURCHASE AGREEMENT DOCUMENTS: A copy of the Notice Inviting Bids, the Bid or Request for Quotation, and copy of these General Conditions and the Specifications of the Bid/Request for Quote will remain on file in the City Purchasing Division, and it is understood this will form the purchase agreement when accepted by City Council. All material or service supplied by the Contractor shall conform to the applicable requirements of a General Law City, City Ordinances, and all applicable State and Federal Laws, as well as conforming to the Specifications contained herein.
8. DEFAULT BY SUPPLIER: In case of default by supplier, the City reserves the right to procure the articles or services from the other sources and to hold the supplier responsible for any excess costs occasioned to the City thereby.
9. INSPECTION AND ACCEPTANCE: Inspection and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance, and after any rejections, risk of loss will be on the vendor unless loss results from the negligence of the City of Colton. Notwithstanding the requirements for any City inspection and test contained in specifications applicable to this purchase order, except where specialized inspections or tests are specified for performance solely by the City, the vendor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under the purchase order conform to the drawings, specifications and contract requirements listed herein, including if applicable the technical requirements for the manufacturers' part numbers specified herein.
10. VARIATION IN QUANTITY: No variation in the quantity of any item called for in this purchase order will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this purchase order.
11. PAYMENTS: Invoices shall contain the following information: purchase order number, item number, description of supplies or services, sizes, quantities, unit prices and extended totals. Bill of lading number weight of shipment will be shown for shipments on Government Bills of Lading. Unless otherwise specified, payment will be made on partial deliveries accepted by the City when the amount due on such deliveries so warrants. Payment terms are NET/30 unless vendor otherwise quotes. All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from date of receipt of invoice, whichever is latest.
12. COMMERCIAL WARRANTY: The vendor agrees that the supplies or services furnished under this purchase order shall be covered by the most favorable commercial warranties the vendor gives to any customer for such supplies or services and the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this purchase order.
13. ASSIGNMENT OF CLAIMS: Claims for monies due or to become due under this purchase order shall be assigned only pursuant to prior written consent of the City Manager or his designated representative.
14. MATERIAL SAFETY DATA SHEET: It is mandatory for a manufacturer, supplier, or distributor, to supply an MSDS with the first shipment of hazardous material. Also, at any time the content of an MSDS is revised, the vendor is required to provide new information relevant to the specific material.
15. TERMINATION: The City has the right to terminate this agreement with (5) day's written notice.