

Snohomish County

Purchase Order Terms & Conditions

Compliance

Supplier agrees that the merchandise delivered, or the work performed, shall comply with all ordinances, code, laws, and regulations applicable to the manufacture, processing, delivery and sale of the merchandise or the work performed, and shall obtain and pay for all required licenses and permits.

Contract

This purchase order with any references to competitive efforts or County contracts shall be the entire agreement between the parties. Changes will only be authorized by a written, updated change order. Supplier may not assign this order without the County's prior consent. No waiver by the County of a breach of any provision of this order shall constitute a waiver of any other breach of such provision or of any other provisions.

Definitions

The term "County" means the County of Snohomish or the buyer. The term "Supplier" means the seller, firm, person, or vendor from whom the merchandise or work has been ordered.

Delivery

The Supplier shall deliver merchandise or cause work to be performed, within the time and the manner specified in this purchase order. All shipments are F.O.B. destination, unless otherwise stated. All freight charges to be prepaid.

Federal Suspension and Debarment Certification

By delivering on this purchase order, the supplier certifies that its firm and its principals are not currently suspended or debarred by any federal department or agency from participating in federally funded contracts. The Supplier agrees to comply with the requirements of 49 CFR 29, Subpart C while performing this order and further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Governing Law

This purchase shall be governed by the laws of the State of Washington. The venue for any legal proceeding regarding this purchase order shall be Snohomish County, Washington.

Hold Harmless

Supplier shall indemnify, defend and hold harmless the County and its officers, officials, and employees from all claims, suits, or actions of any nature arising out of or related to the activities of the suppliers, its officers, subcontractors, agents, or employees under this order.

Inconsistencies in Conditions

In the event there are inconsistencies between the County's competitive effort terms and conditions and the purchase order terms and conditions, the former shall take precedence. These purchase order terms and conditions shall take precedence over Supplier's proposed terms and conditions and any outside agency's or other external terms and conditions.

Inspection

All merchandise is subject to County inspection within a reasonable time after delivery. If upon inspection, any merchandise is found to be unsatisfactory, defective or of inferior quality or fails to meet the specifications of any other requirements of this order, the County may return such merchandise to the Supplier at the Supplier's expense. Payment for merchandise prior to inspection shall not be construed to be

an acceptance of unsatisfactory or defective merchandise. Upon the return of any unsatisfactory or defective merchandise, the Supplier shall reimburse the County for any amounts paid for such returned merchandise and any costs incurred by the County in connection with the delivery or return of such merchandise.

Invoices

Invoices shall be accurate, and identify the purchase order number, item numbers, and description of items and/or work performed. Pricing shall match the purchase order. The total invoice amounts may not exceed the total dollar value of the order. Invoices shall show the name of the department to which the items were delivered or for whom the work was performed. County payment terms are net 30 days.

Non-Discrimination

The Supplier shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Delivery on this purchase order constitutes a certification by the Supplier of its compliance with the requirements of Chapter 2.460 SCC. If the Supplier is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to Chapter 2.460 SCC, this purchase order may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Supplier's obligations under federal, state, or local laws against discrimination.

Shipping Instructions

All shipments shall contain a packing slip. Where shipping addresses indicate room numbers or mail stops, the Supplier shall make deliver to that location at no additional charge, including, but not limited to delivery, packing, and/or crating.

Taxes

Supplier shall pay all applicable taxes.

Termination

- The parties may terminate this order by mutual consent.
- The County may terminate this order at any time with written notice to the supplier. Upon receipt of the written notice, supplier shall stop performance and the County shall pay only for the items delivered and accepted.
- The County may terminate this order at any time if the County fails to receive funding, or other expenditure authority.
- The County may terminate this order for cause with written notice to the Supplier and the Supplier shall be liable for all incidental and consequential damages resulting from the breach.

Title

Supplier warrants that the merchandise it is selling to the County is free and clear of all liens and encumbrances and that the Supplier has a good marketable title to same.

Warranty

Supplier warrants that the merchandise, or the work, will conform to its description and any applicable specifications and shall be of merchantable quality and fit for the purpose for which it has been ordered. This warranty is in addition to any standard warranty or service guarantee given by the Supplier to the County.