



Bill To: City of Hillsboro

Accounts Payable
150 East Main Street
Hillsboro, OR 97123

(503) 681-6100 FAX (503) 681-6485
www.ci.hillsboro.or.us

PURCHASE ORDER

XX-XXXX

VENDOR:

Date of Order: ____

Date Required:

Ship Via: Best Way

SHIP TO:

Request for Quotation No.

City of Hillsboro

Requisition No. _____

Hillsboro, OR 97123

Attn:

QUANTITY ORDERED	DESCRIPTION	UNIT PRICE	AMOUNT
	(Acct #)		
<div> <div>_____</div> <div>Authorized By</div> </div> <div> <div>_____</div> <div>Title</div> </div>		TOTAL	

INSTRUCTIONS TO VENDORS

1. **Refer to this purchase order number** on all invoices, packages, and related correspondence.
2. **Prepay all shipping charges.** Add agreed upon charges to invoice as separate line item. No collect shipments will be accepted.
3. **Deduct all excise taxes or sales taxes.** Municipalities are exempt. Federal Exemption Certificate copies are available from the Finance Department.
4. **Acknowledge** this order **immediately** and advise shipping date.
5. **Mail all invoices to:** Finance Department, City of Hillsboro, 150 East Main St. Hillsboro, Oregon 97123. Show City Department shipped to and the name of the person signing for the shipment.

CC:

CITY OF HILLSBORO STANDARD TERMS & CONDITIONS

For The Purchase of Goods & Services

1. DEFINITIONS: "Department" and "City" as used herein shall be synonymous with "Buyer" as defined at ORS 72.1030(a). "City" means the City of Hillsboro, acting by and through its Departments. "Contractor" means a person or organization with which the City of Hillsboro has contracted for the purchase of goods or services. The terms "Contractor" and "Seller" as used in the Uniform Commercial Code (ORS chapter 72) are synonymous; "Purchase Order" means an agreement to purchase those items listed on the purchase order from the Contractor, "ORS" means the Oregon Revised Statutes; "Department" means the City department making the purchase. "Entity" means a person capable of being legally bound, including but not limited to the following: an individual; a sole proprietorship; a limited liability company; a corporation, foreign corporation, or nonprofit corporation; a profit and nonprofit unincorporated association; a business trust; a partnership; two or more persons having a joint or common economic interest; or a government or governmental subdivision. "UCC" means the Uniform Commercial Code, ORS chapter 72, as amended from time to time.

2. WORKERS' COMPENSATION: The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this purchase order are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide Oregon workers' compensation coverage that satisfies Oregon law for all their subject workers or are exempt under ORS 656.126.

3. DELIVERY: All deliveries shall be F.O.B. destination with all transportation and handling charges paid by Contractor. Responsibility and liability for loss or damage shall remain with Contractor until final inspection and acceptance when responsibility shall pass to the City except as to latent defects, fraud and Contractor's warranty obligations.

4. INSPECTIONS: Goods furnished under this purchase order shall be subject to inspection and test by the City at times and place determined by the City. If the City finds goods furnished to be incomplete or not in compliance with solicitation specifications, the City may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price, whichever is equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the City, the City may reject the goods and cancel the purchase order in whole or in part. Nothing in this paragraph shall in any way affect or limit the City's rights as buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

5. WARRANTIES: Unless otherwise stated, all goods purchased pursuant to this purchase order shall be free and clear of any liens or encumbrances and shall be new and shall carry full manufacturer warranties. Contractor warrants all goods delivered to be free from defects in labor, material design and manufacture to be in compliance with the specifications set out in the purchase order including but not limited to quality, performance and health and safety specifications. All implied and express warranty provisions of the UCC are hereby incorporated by reference.

6. CASH DISCOUNT: If the City is entitled to a cash discount, the period of computation shall commence on the date the entire order is delivered or the date the invoice is received, whichever is later.

7. PAYMENT: Payment is normally made within 30 days following the date the entire order is delivered or the date the invoice is received, whichever is later. Preferred payment is by City's Purchasing Card which may be transacted upon receipt of goods or completion of services. The City shall retain all discounts if the payment is made by Purchasing Card.

8. FORCE MAJEURE: Neither the City, nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, war, or any other cause which is beyond the party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the Contract. The City may terminate this purchase order upon written notice after reasonably determining that such delay or default will likely prevent successful performance of the purchase order.

9. BREACH OF CONTRACT: Should Contractor breach any of the provisions of this purchase order, the City reserves the right to cancel this purchase order upon written notice to Contractor. Contractor shall be liable for any and all damages suffered by the City as the result of Contractor's breach of contract, including but not limited to incidental and consequential damages, as provided in ORS 72.7110 to 72.7170.

10. HOLD HARMLESS: Contractor shall indemnify, defend and hold harmless the City and its Departments, officers, employees, agents, members, volunteers and City, from all claims, suits or actions of any nature arising out of or related to the activities of Contractor, its officers, subcontractors, agents or employees under this contract.

11. GOVERNING LAW; JURISDICTION; VENUE: This purchase order shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, suit, or proceeding (collectively, "the claim") between the City and the contractor that arises from or relates to this purchase order shall be brought and conducted solely and exclusively within the Circuit Court of Washington County for the State of Oregon. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Contractor hereby consents to the in personam jurisdiction of said courts.

12. COMPLIANCE WITH APPLICABLE LAWS: Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the provision of goods under this contract, including, without limitation, the provisions of ORS 279B.220, 279B.230, and 279B.235. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No. 101-336). ORS 659.425, and all amendments of and regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

13. PAYMENTS REQUIRED By ORS 279B.220: For all goods provided under this purchase order, Contractor shall: (i) pay promptly, as due, all persons supplying labor or material; (ii) pay all contributions or amounts due the industrial Accident Fund from the contractor or any subcontractors; (iii) not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished; (iv) be responsible for all federal, state and local taxes applicable to any compensation or payments paid to the Contractor under this purchase order and, unless the Contractor is subject to backup withholding, the City will not withhold from such compensation or payments any amount(s) to cover the Contractor's federal or state tax obligation.

14. CITY PAYMENT OF CONTRACTOR CLAIMS: If Contractor fails, neglects or refuses to pay promptly, as due, any claim for labor or services furnished to the Contractor or any subcontractor by any person in connection with the goods provided under this purchase order, the City may pay such claim and charge the amount of the payment against funds due or to become due the Contractor under this purchase order. The payment of a claim by the City pursuant to this paragraph shall not relieve the Contractor or its surety, if any, from obligation with respect to any unpaid claims.

15. HOURS OF LABOR: No person shall be employed by the Contractor for more than eight hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases the laborer shall be paid at least time and a half pay for all overtime in excess of eight hours a day and for work performed on Saturday and on any legal holiday specified in ORS 279B.235.

16. SAFETY & HEALTH REQUIREMENTS: Goods and services provided under this purchase order shall comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State Workers' Compensation Division.

17. AWARD TO FOREIGN CONTRACTOR: If the amount of this purchase order exceeds \$10,000 and if the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this purchase order. The City shall withhold final payment under this purchase order until Contractor has met this requirement.

18. MATERIAL SAFETY DATA SHEET: Contractor shall provide the City with a Material Safety Data Sheet as defined by the Occupational Safety and Health Administration (OSHA) for any goods provided under this purchase order which may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use. In addition, Contractor must label, tag or mark such goods.

19. INDEPENDENT CONTRACTOR STATUS: The service or services to be rendered under this purchase order are those of an independent contractor. Contractor is not an officer, employee or agent of the City of Hillsboro or State of Oregon, as those terms are used in ORS 30.265.