

## Whatcom Transportation Authority Purchase Order (PO) Terms and Conditions

This Purchase Order contract incorporates the following terms and conditions. It also includes terms and conditions contained in the Invitation to Bid; Request for Proposal; Request for Quotations; Assurances and Quotations provided by the vendor; specifications; plans; and published applicable rules and regulations of Whatcom Transportation Authority, The Federal Transit Administration and the laws of the State of Washington, which are incorporated by reference. Terms and Conditions may be changed at any time. Current Terms and Conditions are available at [www.ridewta.com](http://www.ridewta.com).

**DEFINITIONS:** PURCHASER is the WTA Purchasing Administrator, or authorized designee. VENDOR is a company from which goods or services are purchased. RCW is Revised Code of Washington. WRITING includes email.

1. **COMPLIANCE WITH APPLICABLE LAWS:** Vendor shall comply with all applicable federal, state, and local laws and regulations.
2. **CHANGES:** Changes in any of the terms, conditions, delivery, price, quality, quantities, or specifications of this purchase order (PO) will be effective only in writing.
3. **QUANTITY ADD-ON:** The quantity of items purchased may be increased within 12 months of the date of award, if:
  - a. The original purchase price, terms, conditions, and specifications are the same and
  - b. Both parties mutual agree.
4. **MSDS:** Material Safety Data Sheets are to be included with shipments of any material requiring this documentation, per OSHA and WISHA regulations.
5. **HANDLING:** Charges for handling will be allowed only if stated in the agreement.
6. **SHIPPING INSTRUCTIONS:** Goods are to be shipped prepaid, FOB 4111 Bakerview Spur, Bellingham, WA unless otherwise specified. Vendor agrees to prepay all shipping charges. Shipments are to be routed by the most economical common carrier. Bill shipping as a separate item on the invoice for freight charges. WTA reserves the right to refuse COD shipments.
7. **DELIVERY:** Deliveries are accepted Monday thru Friday (except WTA holidays), from 8 Am to noon and 1 PM to 5 PM, unless prior arrangements have been made with WTA staff. All deliveries must have a WTA employee's signature verifying receipt of the delivery. WTA may refuse payment of invoices received without a signature to verify proof of delivery. If the delivery date is different from the PO, Vendor shall notify WTA prior to the original delivery date and obtain written approval from the WTA for the change. The PO is subject to termination for failure to deliver as specified.
8. **REJECTION:** Goods or materials received are subject to inspection and approval by the Purchaser. Any rejection of goods or material resulting because of nonconformity to the order's terms and specifications, or latent defects discovered after delivery, will be at Vendor's risk and expense.
9. **IDENTIFICATION:** Write the WTA PO number on all invoices, packing lists, packages, shipping notices, and other documents related to this order. Packing lists and/or invoice copies must accompany delivered goods and must show quantities shipped, quantities backordered, and unit pricing.
10. **TAXES:** WTA agrees to pay all State of Washington sales or use tax unless otherwise indicated. WTA will not pay Federal Excise Tax.
11. **PAYMENT:** Standard terms of payment are net 30 days from receipt of invoice. Invoices will be processed for payment only after goods or services are received. Monies payable are assignable only by written consent of the WTA.
12. **WARRANTIES:** Vendor represents and warrants that the goods are new, current, and fully warranted by the manufacturer unless specifically identified otherwise. Goods must 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 WTA.
13. **LIENS, CLAIMS, AND ENCUMBRANCES:** 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.
14. **HOLD HARMLESS:** Vendor shall indemnify, defend and hold harmless the WTA and its 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.
15. **TERMINATION:**
  - a. The parties may terminate this PO by mutual agreement.
  - b. The WTA may terminate this PO at any time with written notice to Vendor. Upon receipt of the written notice, Vendor shall stop performance, and WTA shall pay Vendor for goods delivered and accepted.
  - c. The WTA may terminate this PO at any time if Agency fails to receive funding or other expenditure authority.
  - d. If Vendor breaches any PO provision or is declared insolvent, the WTA may terminate this PO for cause with written notice to Vendor. Vendor shall be liable for all incidental and consequential damages resulting from its breach, including all damages as provided in the UCC.
16. **GIFTS AND GRATUITIES:** WTA employees and Board members may not receive, accept, take or seek gifts from Vendors. No person may directly or indirectly offer, give or accept gifts, gratuities, loans, trips, favors, special discounts, services, or anything of economic or personal value in conjunction with WTA purchasing business practices.