

(GOODS OR GOODS AND SERVICES - THIS IS NOT AN ORDER)

Signature: _____	Date _____	Phone: (____) ____ - _____
Printed name: _____		SUBJECT TO CASH DISCOUNT
		OF _____ % in _____ DAYS

ATTACHMENT A GENERAL PROVISIONS

1. BRANDS

Unless otherwise stated, the use of the name or a manufacturer, or of any special brand or make in describing any item contained in these specifications and proposals does not restrict quoters to that manufacturer's specific article. This means is used simply to indicate the character or quality of the article desired. The equipment on which proposals are submitted must be acceptable as equal in character, quality, and utility to brand and/or make indicated herein. The make or grade of the article on which a quotation is submitted should be stated in the quotation in every instance. Unless otherwise stated, it will be understood to be the specific article named in the proposal.

2. QUOTATIONS:

If quotation is on an "All or Nothing" basis, bidder must so state.

Cash discount must be shown on quotation; otherwise prices will be considered net.

Time of delivery is a part of the quotation and must be adhered to. If it is impossible to meet delivery specified in Request for Quotations, quoter shall state best delivery possible in the column provided opposite an individual item or in the space provided for all items. Time, if stated as a number of days, shall mean calendar days.

3. TAXES:

Quoters must not include Federal Excise Taxes in quotation. Exemption certificate will be furnished to the successful quoter.

4. SAMPLES:

Samples of items, when required, must be furnished free of expense to the County of Mendocino and if not destroyed by tests will, upon request, be returned at the quoter's expense. Samples of selected items may be retained for comparison.

5. SUBMISSION OF BIDS:

Quotations and modifications or corrections thereof received after the closing time specified will not be considered.

Quotations will not be accepted via telephone or facsimile unless specifically approved by the Purchasing Office in advance.

6. AWARDS:

The County of Mendocino reserves the right to accept quotations on individual items listed, on groups of items, or on the proposal as a whole, to reject any and all quotations, to waive any informality in the quotations, and to accept the responsive quotation that appears to be for the best interest of the County of Mendocino.

In determining the successful quoter, the quoted prices will be given prime consideration. However, quality, delivery, warranty, suitability, compatibility with existing equipment and manufacturer's and/or vendor's reputation will be considered along with any other relevant facts.

7. PAYMENT:

Payments shall be made upon submission of itemized invoices in duplicate, at the prices stipulated on the purchase order, for supplies or equipment delivered and accepted or services rendered and accepted, less deductions, if any, as provided on the purchase order.

8. DISTRICT PARTICIPATION BY PUBLIC ENTITIES WITHIN MENDOCINO COUNTY:

Any or all Mendocino County tax-supported agencies such as schools and cities within the jurisdiction of Mendocino County who wish to participate shall be included in this quote. However, a separate contract or purchase order originating with such an agency and based on the net prices herein shall be arranged by the vendor.

9. PRICES AND TERMS:

Unless stipulated otherwise, prices and terms quoted herein shall be made available to other public agencies.

10. SUSTAINABLE PRACTICES AND PROCUREMENT OF RECYCLED PRODUCTS

The Board of Supervisors has committed the County of Mendocino to the purchase and use of recycled products which will contribute to the conservation and protection of the resources referenced within this bid/quote. Further, it is the policy of Mendocino County to:

- Institute practices that reduce waste by increasing efficiency and effectiveness; and
- Purchase products that minimize environmental impacts, toxics, pollution, and hazards to worker and community safety to the greatest extent practicable, and purchase products that include recycled content, are durable and long-lasting, conserve energy and water, use agricultural fibers and residues, reduce greenhouse gas emissions, and use unbleached or chlorine free manufacturing processes, are lead-free and mercury-free.

11. LOCAL VENDOR PREFERENCE:

The County of Mendocino has established a local vendor preference. All informal and formal Invitations to Bid or Quote are evaluated with a 5% preference for local vendors. The vendor must claim local vendor preference to be considered. Please note the following exceptions:

- a. Those contracts which State Law or, other law or regulation precludes this local preference.
 - b. Public Works construction projects.
- "Local" vendor will be approved as such when, 1) it conducts business in an office with a physical location within the County of Mendocino; 2) it holds a valid business license issued by the County, and will be asked the name of the Local Agency which issued the license; and 3) business has been conducted in such a manner for not less than six (6) months prior to being able to receive the preference, said vendor will be asked the business address and how many years the business has been at that location.

ATTACHMENT B
MENDOCINO COUNTY
GENERAL CONDITIONS FOR PURCHASE ORDERS

The following provisions are hereby made a part of the Purchase Order contract and Vendor, by the acceptance of this order, the signer agrees thereto:

1. All products delivered must conform to the current specifications of Title 8, California Safety Code (CAL-OSHA).
2. No alteration in any of the terms, delivery, price, quality, quantities, or specifications of this order will be effective without prior consent of the Purchasing Agent of the County of Mendocino.
3. No charges will be allowed for packing, wrapping bags, containers, reels, etc., unless otherwise specified.
4. Time of delivery is part of the essence of this contract and the order is subject to cancellation for failure to deliver on time.
5. Materials purchased are subject to the approval of the County of Mendocino and, if rejected, are held subject to Vendor's risk and expenses incurred for their return.
6. PURCHASE ORDER NUMBER MUST appear on all invoices, packing lists, packages, shipping notices, instruction manuals, and any correspondence.
7. ITEMIZED PACKING LIST shall be enclosed in each box or package.
8. All specifications and plans referred to in this order shall form a part of the contract.
9. Vendor warrants articles supplied under this contract to conform to specifications herein, to be fit and sufficient for the purpose manufactured, merchantable, of good material and workmanship, and free from defect.
10. Purchase Orders will be paid only after all items on the order have been shipped and received and all invoices have been received by the Purchasing Agent.
11. Cash discount period on all invoices shall commence on the date correctly completed invoice(s) or shipment is received by the County of Mendocino, whichever is later. If an adjustment or damage occurs on a shipment subject to cash discount, discount will be taken effective on the date final approval for payment is authorized. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County warrant or check.
12. The County of Mendocino must pay California state and local sales tax, unless Purchase Order specifically indicates exemption.
13. The County of Mendocino is exempt from Federal Excise and Transportation taxes. Exemption certificate will be furnished upon request.
14. Liens: Vendor, by accepting this Purchase Order, warrants and represents that the goods, wares, or merchandise ordered herein are free and clear from all claims and liens of any nature.
15. Vendor shall hold the County of Mendocino, its officers, agents, servants, and employees harmless from liability of any nature or kind because of use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, articles or appliances furnished or used under this order, and agrees to defend, at its own expense, any and all action brought against the County of Mendocino or Vendor because of the unauthorized use of such articles.
16. By Board Resolution, any claim over six months old must be presented to the Board of Supervisors for payment approval.
17. Upon Vendor request, the County of Mendocino will pay up to 50% down prior to receiving the items and the remaining 50% will be paid after the items are delivered to the destination. In no instance shall the County of Mendocino pay more than 50% prior to receiving the items.

MENDOCINO COUNTY ePAYABLES INFORMATION

The County of Mendocino is currently making electronic payments to all of our vendors and suppliers who qualify. To achieve this more efficient form of payment, the County has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- Expedited receipt of cash – electronic payments provide cash flow benefits by eliminating mail and paper check float
- Elimination of check processing costs
- Remittance data transmitted with payment for more efficient back-end reconciliation
- No collection costs associated with lost or misplaced checks
- Reduced exposure to check fraud
- More efficient handling of exception items
- Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.
- Going green with paperless electronic payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please contact Dennis Dow dowd@co.mendocino.ca.us or [707-234-6864](tel:707-234-6864).

Additional information regarding the Bank of America Program is also available at:

http://corp.bankofamerica.com/business/ci/landing/epayables-vendors?cm_mmc=sb-general_-vanity_-sg01vn000r_epayablesvendors_-na

If vendor agrees to be enrolled as an ePayables vendor, the Auditor's office will email them a welcome letter with instructions on how to sign-up.