

## PURCHASE ORDER INSTRUCTIONS TO VENDOR

1. **APPLICABLE LAW:** The contract resulting from this order shall be governed by laws of the State of California.
2. **DELAY IN SHIPMENT:** If you cannot fill this order without delay, notify the originating state agency immediately.
3. **REQUIRED PAYMENT DATE:** If the vendor is a nonprofit organization and the contract value is less than \$500,000, or if the vendor is a small business, payment is due 30 days from the date the goods or services are received and accepted by the State or 30 days from the date a correct invoice is received in the office specified by the State, whichever is later. Payment is due to any other vendor 60 days from the date the goods or services are received by the State or 60 days from the date a correct invoice is received in the office specified by the State, whichever is later. When provision is made for a testing period preceding acceptance by the State, date of acceptance shall mean the date the supplies or equipment are accepted by the State during the specified testing period.
4. **PROMPT PAYMENT:** The State of California desires to pay all bills promptly. However, unless these instructions are fully complied with, claims cannot be audited for payment.
5. **COMPLETION OF ORDERS:** The State reserves the right to withhold payment until order is completed.
6. **DISCOUNTS:** Please show on your invoice, cash discounts offered. In connection with any discount offered, time will be computed from date of completed delivery of the supplies or equipment as specified, or from date correct invoices are received in the office specified by the State if the latter date is later than the date of delivery. Payment is deemed to be made, for the purpose of earning discount, on the date of mailing the State warrant or check.
7. **SELLER'S INVOICES:** This is a self-invoicing form. If proper self-invoicing box is completed and signed, send "Copy 1" to the originating department and "Copy 3" with shipment. OTHERWISE, invoices shall be prepared and submitted in triplicate unless otherwise specified. Invoices shall contain: purchase order number and date, agency order number, description of items, size, quantities, unit prices, extended totals, place and date of delivery. Invoices or vouchers, not on printed bill heads, shall be signed by the vendor or person furnishing the supplies or service. Every invoice shall be properly itemized.
8. **CHANGES:** No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the Office of Procurement. No other State agency, officer or employee may authorize changes, unless approved by the Office of Procurement.
9. **BILL OF LADING:** If B/L is applicable to this order, send original to "Ship To" address and duplicate with invoice to "Charge To" address.
10. **FOB POINT AND FREIGHT CHARGES:** No charge for delivery drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included on the face of this order.  
  
Unless otherwise shown on this Purchase Order, on "FOB Shipping Point" transactions, vendor shall arrange for lowest cost transportation prepay and add freight to invoice, and furnish supporting freight bills over \$25.  
  
Shipments that are California Intra-state in nature and where freight is to be borne by the State shall be tendered to carriers with written instructions that rates and charges may not exceed the lowest lawful rates on file with the California Public Utilities Commission. On "FOB Shipping Point" transactions, should any shipment under this purchase order be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, vendor on request of the State shall at the vendor's own expense assist the State in establishing carrier liability by supplying evidence that equipment and/or material was properly construed, manufactured, packaged, and secured to withstand normal transportation conditions.
11. **PATENT INDEMNITY:** The vendor shall hold the State of California, its officers, agents and employees, harmless from liability of any nature or kind, including cash and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order. Vendors may be required to furnish a bond or other indemnification to the State against claims or liability for patent infringement.
12. **VENDOR'S NOTE:** All correspondence, invoices, bills of lading, shipping memos, packages, etc. must show purchase estimate and purchase order numbers. If factory shipment, advise factory to comply.
13. **MATERIAL SAFETY DATA SHEET:** If you indicated on your bid that some or all of the products you are supplying are on CalOSHA's "Hazardous Substances List", you must forward a completed material Safety Data Sheet (MSDS) for each such product to: Office of Procurement, ATTN: Specifications Section, P.O. Box 1612, Sacramento, CA 95807. When forwarding these MSDS, you MUST REFERENCE the Purchase Order Number and Date.

## GUIDE FOR USE OF SUB-PURCHASE ORDER—VENDOR'S INVOICE

1. The Sub-Purchase Order—Vendor's Invoice is designed for use in purchasing materials and acquiring services with a minimum of document preparation and processing. It may be used as a combination of a local request, sub-purchase order, stock received report and vendor invoice. Departmental policy and limitations will be followed in the use of this form.
2. Accurate and complete detail will be shown on the form.
3. The form may be completed by hand or typewriter. If prepared by hand, the person completing the form should print, using sufficient pressure so that all copies will be legible.
4. It is very important that the limitations for use of sub-purchase orders, as stated in Sections 3571.1—of SAM be observed. Circumvention of the stated limitations by splitting orders is not permissible.

Sub-purchase orders (including this form) shall not be used to purchase (a) materials stocked by Office of Procurement-Central Stores, (b) printing (unless emergency), (c) automotive equipment, accessories, or tools (unless covered by Office of Procurement contracts or agreements), (d) hypnotics and narcotics, (e) tax-free alcohol, or (f) carbon tetrachloride fire extinguishers or refills.

5. Certain contract items will be obtained only from specified vendors with whom the State has a contract. Contact your supervisor or departmental headquarters if you are in doubt about contract vendors and contract items.
6. The State is exempt from payment of Federal Excise Taxes. It is the responsibility of the users of this form to assure that this tax is not paid. This is done by filing an exemption certificate, Form STD. 802, with the vendor at the time the purchase is made. Do not claim exemptions

on purchases where the excise tax is less than 50 cents if the purchase is made from a small merchant who is unfamiliar with the reimbursement procedures. This does not apply to small merchants who do business with the State repeatedly.

7. The originating unit's copy will be retained by the purchaser who will **DISCARD THE LAST SHEET OF CARBON**. The purchaser will give or send the remaining copies directly to the vendor, except where any departmental regulations require that they be routed through the accounting office for encumbrance before release of the order by that office to the vendor. In either case, the vendor will retain Vendor's Copy and the Packing Slip. The remainder of the set will be returned to the purchaser, who will hold the documents until a Packing Slip is received from "Receiving" indicating delivery. All copies will then be forwarded immediately for signature and transmitted to the accounting office. The Packing Slip will be attached to or delivered with the goods by the vendor at time of delivery.

**NOTE:** If in agreement with departmental accounting procedures, less than six copies may be sent to vendor. However, a minimum of three copies (Invoice, Vendor's Copy, Packing Slip) must be sent and copy three or six must appear as the last copy. Instructions to vendor appear on the reverse of these copies. In all cases **DEPARTMENTAL POLICY MUST BE STRICTLY ADHERED TO.**

8. To cancel a spoiled form, write the word "VOID" on all copies. The originating unit's copy will be retained. All other copies, including the vendor's Copy will be forwarded to the accounting office.
9. If agencies do not find the pre-printed numbers suitable for their procedures, they may use their own numbering system.