

# PURCHASE ORDER ADDENDUM #1

PURCHASE-NET WEBSITE: [www.cityoftulsapurchasing.org](http://www.cityoftulsapurchasing.org)

## AFFIDAVIT STATEMENT

Pursuant to state law, the following procedures may be used:

1. A PURCHASE ORDER issued by a county or a political subdivision of the state shall require the SIGNATURE of the vendor and include a notice to the vendor that the vendor's submission of the signed invoice or acceptance of payment pursuant to the purchase constitutes a statement by the VENDOR that:
  - A: The invoice or claim is true and correct,
  - B: The work, services or materials as shown by the invoice or claim have been completed or supplied in accordance with the plans, specifications, orders or requests furnished the vendor, and
  - C: The vendor has made NO payment, directly or indirectly, to any elected official, officer or employee of this state or any county or political subdivision of the state, of money or any other thing of value to obtain payment;
2. Any vendor who submits the signed invoice or accepts payment pursuant to a purchase order containing the notice provided for in PARAGRAPH 1 of this subsection shall be deemed to adopt and affirm the statement contained in the notice unless the vendor states on invoice that the statement is incorrect in whole or in part, and
3. The county or political subdivision may recover from the vendor the full amount paid pursuant to the purchase order if the statement adopted and affirmed by the vendor is false.

## INSTRUCTIONS TO RECEIVE PURCHASE ORDER PAYMENTS:

PAYMENT will only be made to the company to whom this purchase order has been issued. Return purchase order to buyer for correction if your company name has changed.

Contact the buyer to request a corrected purchase order if the purchase order price is not correct.

Purchase Order Number MUST be shown on packing list and invoice

Mail original invoice to : Accounts Payable  
City Of Tulsa  
175 East 2nd Street Suite 875  
Tulsa, Ok. 74103-3218

For all inquiries on unpaid invoices, please contact Accounts Payable at (918) 596-7544

## TERMS AND CONDITIONS:

- This ENTIRE PAGE becomes a part of this purchase order agreement.
- If this purchase order is not clear in any way, immediately contact the buyer for clarification and/or issuance of a change order.
- Any referenced written quotation, sealed bid, or contract becomes a part of this purchase order.
- No verbal agreements between the parties are binding.
- Unsatisfactory delivery of a commodity or service relative to the "SHIP TO" date on the face of the purchase order will be sufficient cause for cancellation of this order at no cost to the City.
- Material substitutions must be approved by the buyer by issuance of a change order.
- Any cost not shown or overage must be approved by the buyer by issuance of a change order.
- Packing lists must include the purchase order number.
- All material will be subject to our inspection and approval. If rejected, same will be held subject to your order and risk and returned at your expense.
- Any disputes that cannot be rectified between the parties, if any, will be resolved in the Courts of Oklahoma.
- Sales Taxes: NOT APPLICABLE
- Material that is shipped to any location other than the "SHIP TO" shown on the face of the purchase order is subject to be returned at vendors expense.
- Supplier agrees to defend and save City of Tulsa from and against all demands, claims, suits, costs, expenses, damages and judgements based upon infringement of any patent relating to goods specified in this order or the ordinary use or operation of such goods by the City or use or operation of such goods in accordance with bidders direction.
- Supplier agrees to comply with the terms of Title 5, Chapter 1, of the Tulsa, Oklahoma Revised Ordinances relating to Equal Employment Opportunity.

The supplier is responsible for updating their vendor profile and commodity linking information as it changes. This process can be done using forms on the purchasing website.