

**CITY OF GEORGETOWN  
PURCHASE ORDER STANDARD TERMS AND CONDITIONS**

1. **ACCEPTANCE:** Acceptance of this order must be without qualifications. The City of Georgetown ("City") hereby objects to and will not be bound by any different or additional terms and conditions contained in the acceptance unless each such different or additional term is expressly agreed to in writing by the City. Seller's action in (a) accepting this order, (b) delivering materials, or (c) performing services called for hereunder shall constitute an acceptance of the terms and conditions below and on this order.
2. **CHANGES/QUANTITIES:** No changes may be made in this order without written authorization of the City. Ship exact quantities ordered except in instances where this is impractical such as material in bulk, uneven lengths, etc., in which case nearest amount available and not exceeding specified quantity is acceptable.
3. **INVOICES/DISCOUNTS:** Invoice must be submitted by the vendor in duplicate to the City of Georgetown, Accounts Payable, P.O. Box 409, Georgetown, Texas 78627. If invoices are subject to a cash discount, discount period to be taken from the date of completion of order or date of receipt in invoice, whichever occurs last regardless of whether or not correct discount terms appear on invoice. All invoices to be paid in full within 30 days after satisfactory delivery and billing unless otherwise specified or mutually agreed upon before this order was placed. The City will not be liable for payment of invoices received six (6) months after order completion (defined as "Acceptance").
4. **RULES OF PRECEDENCE:** In the event of a conflict, the following rules of precedence shall govern this Purchase Order: (1) Terms and conditions on the face of the Purchase Order prevail over these Standard Terms and Conditions; (2) All terms and conditions of the Purchase Order prevail over any Vendor quotation; and (3) the terms and conditions of a specific bid award or contract referenced on the face of the Purchase Order prevail over any term or condition contained in the Purchase Order.
5. **TAXES:** This purchase order when properly executed by the City serves as a tax exemption certificate in that the City, as a municipality, claims an exemption from payment of. These taxes must not be included on invoice. For **Community Development** contracts entered into between the successful contractor and homeowner, contractor shall pay all applicable taxes on material (i.e. material is not tax exempt).
6. **PATENTS: UPON ACCEPTANCE OF THIS ORDER, THE VENDOR AGREES TO INDEMNIFY THE CITY FROM ANY CLAIM INVOLVING PATENT RIGHT INFRINGEMENTS, COPYRIGHTS, OR SALE FRANCHISES.**
7. **SHIPPING:** All shipments to be prepaid. Where specific purchase is negotiated F.O.B. shipping point, the vendor is to prepay shipping charges and add to invoice. In shipments made direct by vendor's supplier, vendor is required to notify his supplier to prepay shipments.
8. **RISK OF LOSS:** Risk of loss, damage or destruction of the materials covered by this order shall be borne by the Seller until delivery in good condition of conforming products at the F.O.B. point designated on this order. Any rejected goods shall be at the Seller's risk until returned to Seller, at Seller's expense, or otherwise disposed of as Seller shall reasonably request.
9. **DISPUTES:** The parties shall attempt to amicably resolve disputes through escalating levels of management. The parties may submit the unresolved disputes to non-binding mediation upon written consent of authorized representatives of both parties. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute. Notice of any dispute must be given in writing within thirty days of the claim, dispute, or matter arising.
10. **DELIVERIES:** All deliveries to be made to the City's Central Receiving location at 300-1 Industrial Ave, Georgetown, Texas 78626 unless otherwise specified on the face of this order. Deliveries will be accepted only during normal working hours on normal working days (8 a.m.-5 p.m., Monday through Friday). Unless otherwise indicated, items received must be new and in first class condition and if type of materials normally packaged for protection and convenience in storage, shall be in proper container. All services performed shall conform to the quality and workmanship of the accepted standards in the industry.
11. **VERBAL ORDERS:** The terms and conditions on this form also apply to emergency and rush orders placed verbally with vendors already familiar with these terms and conditions, in which case a confirming purchase order stamped "CONFIRMATION" will be forwarded to the vendor.
12. **CANCELLATIONS:** The City reserves the right to cancel purchase orders for failure on the part of the Vendor to deliver as promised, or within a reasonable time if no delivery commitment is made unless acceptable notification of delay is given to the City by the Vendor.
13. **TERMINATION FOR CONVENIENCE:** The City shall have the right at any time to terminate further performance of this Purchase Order, in whole or in part, for any reason. Such termination shall be effected by written notice from the City to the Vendor, specifying the extent and effective date of the termination. The Vendor shall submit a written request for incurred costs for work performed through the date of termination and shall provide any substantiating documentation requested by the City.
14. **INSURANCE:** The Vendor shall procure and maintain Workers' Compensation, General Liability, and Auto Liability Insurance, at its own expense, for all work related to the performance of this Purchase Order.
15. **WARRANTY [Goods]:** The Vendor warrants that goods supplied under this Purchase Order are free of defects in material, workmanship and design, suitable for the purpose intended, and in compliance with all applicable specifications and free from liens or encumbrance on title.
16. **WARRANTY [Services]:** The Vendor warrants that all services performed are in accordance with current, sound and generally accepted industry practices by qualified personnel trained and experienced in the appropriate fields and that the services are in

conformance with any specification/statement of work contained or referenced in this Purchase Order. In the event of a breach of this warranty, the Vendor shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

17. **INSPECTION:** An authorized representative of the City will inspect the goods and services at time of delivery. If deficiencies are detected, the goods and/or services will be rejected, and the Vendor will be required to make necessary repairs, corrections, or replacements. Payment and/or commencement of a discount period will not be made until the corrective action is made; the goods and/or services are re-inspected and accepted.
18. **FORCE MAJEURE:** The Vendor is excused from performance by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants, or facilities by the Government.
19. **ASSIGNMENT/MODIFICATION:** This Purchase Order is not assignable without the prior written consent of the City. This Purchase Order sets forth the entire understanding of the parties and only may be modified through a bilaterally executed writing.
20. **LIABILITY: ANY PERSON, FIRM, OR CORPORATION PERFORMING SERVICES PURSUANT TO THIS PURCHASE ORDER SHALL BE LIABLE FOR ALL DAMAGES INCURRED WHILE IN PERFORMANCE OF SUCH SERVICES. VENDOR ASSUMES FULL RESPONSIBILITY FOR THE PRODUCTS, SERVICES AND WORK TO BE PERFORMED HEREUNDER, AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO, INCLUDING DEATH OF, ANY PERSON WHETHER THAT PERSON BE A THIRD PERSON, SUPPLIER, VENDOR, OR AN EMPLOYEE, OR REPRESENTATIVE OF EITHER OF THE PARTIES HERETO, AND ANY LOSS OF OR DAMAGE TO PROPERTY, WHETHER THE SAME BE THAT OF EITHER OF THE PARTIES HERETO OR OF THIRD PARTIES, CAUSED BY OR ALLEGED TO BE CAUSED BY, ARISING OUT OF OR IN CONNECTION WITH THE ISSUANCE OF THIS ORDER TO SELLER, WHETHER OR NOT SAID CLAIMS, DEMANDS AND CAUSES OF ACTION IN WHOLE OR IN PART ARE COVERED BY INSURANCE. CERTIFICATES OF INSURANCE MAY BE REQUIRED FOR BUT NOT LIMITED TO COMMERCIAL GENERAL LIABILITY, BUSINESS AUTO LIABILITY, WORKERS COMPENSATION, AND PROFESSIONAL LIABILITY INSURANCE AS DETERMINED SOLELY BY THE CITY.**
21. **INDEMNIFICATION: THE VENDOR SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES ARISING OUT OF THIS PURCHASE ORDER OR IN CONNECTION WITH ANY WORK PERFORMED BY VENDOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, OR LIABILITY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY INDEMNIFIED HEREUNDER, THE VENDOR, OR ANY THIRD PARTY.**
22. **PERSONAL INTEREST:** Chapter 2.20 et seq. of the City of Georgetown Code of Ordinances is applicable to any order placed by the City and states in part that members of the City Council and officers and employees of the City shall comply with state law pertaining to conflicts of interest of local government officials, including Texas Local Government Code, Chapter 171, as amended.
23. **CERTIFICATIONS [\$100,000 or more]:** If the Vendor has 10 or more full-time employees and the value of the goods and services pursuant to this purchase order is \$100,000 or more, then the Vendor certifies:
  - a. Vendor certifies it does not currently boycott Israel and will not boycott Israel during the term of this Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
  - b. Vendor certifies it does not currently boycott energy companies and will not boycott energy companies during the Term of this Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
  - c. Vendor certifies it does not currently boycott firearm and ammunition industries; and will not boycott firearm and ammunition industries during the Term of this Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
24. **PROHIBITED FIRMS AND RELATED CERTIFICATIONS:** The City of Georgetown prohibits conducting business with Firms under the following conditions:
  - a. Vendors who have failed to comply with their state contracts and have been debarred from doing business with the State of Texas. By providing services or goods pursuant to this purchase order, Vendor certifies that it has not been debarred from doing business with the State of Texas.
  - b. Vendors who conduct business with Iran, Sudan, or a foreign terrorist organizations. By providing services or goods pursuant to this purchase order, Vendor certifies that Vendor is not engaged in business with Iran, Sudan, or a foreign terrorist organization.