

**CITY OF COLLEGE STATION
PURCHASE ORDER STANDARD TERMS AND CONDITIONS**

1. **ACCEPTANCE:** Acceptance of this order must be without qualifications. 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 CITY. Vendor'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 Vendor in duplicate to the City of College Station, Accounting Dept., P.O. Box 9973, College Station, Texas 77842-0973. If invoices are subject to a cash discount, discount period to be taken from the date of completion of order or date of receipt of 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 of College Station will not be liable for payment of invoices received six (6) months after order completion (defined as "Acceptance").
4. **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 State Sales and Federal Excise taxes. 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).
5. **PATENTS:** Upon acceptance of this order, the vendor agrees to protect the CITY from any claim involving patent right infringements, copyrights, or sale franchises.
6. **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.
7. **RISK OF LOSS:** Risk of loss, damage or destruction of the materials covered by this order shall be borne by the Vendor 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 Vendor's risk until returned to Vendor, at Vendor's expense, or otherwise disposed of as Vendor shall reasonably request.
8. **DELIVERIES:** All deliveries to be made to the CITY's Central Receiving location at 1601 Graham Road 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.
9. **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.
10. **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.
11. **INDEMNIFICATION AND INSURANCE: VENDOR INDEMNIFIES, DEFENDS AND HOLDS CITY AND ITS AGENTS HARMLESS FROM ANY LIABILITY, INJURY, CLAIM, EXPENSES INCLUDING ATTORNEY'S FEES ARISING OUT OF THIS PURCHASE ORDER. CERTIFICATES OF INSURANCE MAY BE REQUIRED AS DETERMINED BY CITY AND MAY INCLUDE ONE OR MORE OF THE FOLLOWING: COMMERCIAL GENERAL, AUTO, WORKERS COMPENSATION AND PROFESSIONAL LIABILITY.**
12. **PERSONAL INTEREST:** Vendor agrees to abide by all applicable law regarding conflicts of interest, prohibition of personal interest and related matters including adherence to Chapter 171. Regulation of Conflicts of Interest of Officers of Municipalities, Counties, and certain other local governments; and Chapter 176 Disclosure of Certain Relationships with Local Government Officers, providing Public Access to Certain Information of the Texas Local Government Code.
13. **GOVERNING LAW:** This Purchase Order shall be governed in accordance with the laws of the State of Texas. Venue shall lie in Brazos County.
14. **NO BOYCOTT ISRAEL:** To the extent this transaction is considered a contract for goods or services subject to § 2270.002 Texas Government Code, Vendor verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of the provision of such goods or services.