



## City of Lucas

### Purchase Orders Terms and Conditions

1. **Acceptance:** Vendor agrees to comply with the following terms and conditions. These terms and conditions along with the purchase order shall constitute a contract between the Vendor and the City of Lucas upon the Vendor issuing an invoice and/or providing any of the goods and services described in the purchase order. In the event of a contract between these terms and conditions. Should a separate written agreement between the Vendor and the City exists, the terms of the separate written agreement shall prevail.
2. **Contractual Relationship:** Vendor shall perform the work described independently and not as an agent, representative or employee of the City.
3. **Insurance:** All insurance requirements applicable shall be fulfilled prior to the issuance of this Purchase Order. Vendor is responsible for keeping required insurance current until service is complete.
4. **Packing Slips:** Suitable shipping documents shall accompany each shipment and shall show:
  - a. Vendor name and address
  - b. Name and address of the City department to which the shipment is being made
  - c. City Purchase Order number
  - d. Descriptive information as to the items delivered, including quantity and part numbers
5. **Invoices:** All invoices for the Lucas Fire-Rescue shall be sent for payment to City of Lucas, Fire-Rescue Department to 165 Country Club Road, Lucas Texas 75002-7663 and all other invoices submitted for payment shall be addressed to City of Lucas Accounts Payable, Finance Department 665 Country Club Road, Lucas, Texas 75002-7651 and must indicate the Purchase Order number.
6. **Taxes:** This Purchase Order, when properly executed by the City, serves as a sales tax exemption certificate in that the City, as a municipality, claims an exemption from payment of taxes (under Texas Tax Code Section 151.309). These taxes must not be included on the invoice.
7. **Payment:** All payments to be made by the City to a Vendor, including the time of payment and the payment of interest on overdue amounts, are subject to the applicable provisions of Chapter 2251 (payment for goods and services) of the Texas Government Code. Payment will be made within 30 days of receipt of the



invoice or satisfactory delivery of the product or service, whichever is later, provided that all other requirements detailed in the contract have been fulfilled.

8. **Changes / Quantities:** No changes may be made to this order without written authorization from a City of Lucas purchasing representative. Exact quantities ordered should be shipped.
9. **Quality Control:** Goods supplied as a result of this Purchase Order shall be subject to approval as to quality and must conform to the highest standards of manufacturing practice. Items found defective or not meeting specifications shall be replaced at the Vendor's expense within a reasonable period of time. Payment for defective goods or goods failing to meet specifications is not due until 30 days after satisfactory replacement has been made.
10. **Warranty:** Vendor shall warrant that all items or services shall conform to the proposed specifications and all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.
11. **Patents:** Upon acceptance of this order, Vendor agrees to defend, indemnify and hold the City harmless from any claim involving patent right infringements, copyrights, or sale franchises.
12. **Shipping:** All prices must be Free On Board destination (F.O.B. is used in shipping to indicate that there is no charge to the buyer for goods placed on board a carrier at the point of shipment). No boxing or packing charges will be allowed, unless approved by the City.
13. **Risk of Loss:** Risk of loss, damage, or destruction of materials covered by this Purchase order, regardless of F.O.B. point, shall be and remain with the Vendor until the goods are delivered to the destination set out in the purchase order and accepted by the City.
14. **Deliveries:** Delivery shall not be made to any place other than the destination indicated on this Purchase Order.
15. **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.
16. **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 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, vendor, or an employee of either 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 vendor, whether or not said claims, demands and causes of action in whole or in part are covered by insurance. Certificate of Insurance may be required for but not limited to Commercial General Liability, Commercial Auto Liability, Workers Compensation, and Professional Liability Insurance.

17. **Conflict of Interest:** (Chapter 176 of Texas Local Government Code): By doing business or seeking to do business with the City, vendor acknowledges that they have been notified of the requirements of Chapter 176 of the Texas Local Government Code and that they are solely responsible for compliance. Vendor must complete the Conflict of Interest questionnaires CIQ form. The form can be found on the City's website, [www.lucastexas.us](http://www.lucastexas.us), under Your Government/ Finance/Purchasing.
18. **Applicable Law:** This Purchase Order shall be interpreted and enforced according to the provisions of the State of Texas Law, and Vendor shall abide by, and be in compliance with, all applicable laws, statutes, ordinances, and regulations.
19. **Venue:** Both parties agree that venue for any litigation arising from this contract shall lie with in Collin County, Texas.
20. **No Boycott Israel:** Pursuant to Texas Government Code Chapter 2270, Vendor/ Seller agrees that acceptance of these Terms & Conditions serves as written verification that Contractor: (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the contract.
21. **Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization:** Pursuant to Texas Government Code Chapter 2252, Subchapter F, Vendor/Seller affirms that is it not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.