

PURCHASE ORDER

Capital Area Council of Governments
6800 Burleson Rd.
Building 310, Suite 165
Austin, TX 78744
T 512-916-600 FAX 512-916-6001

PO Number:

Date:

VENDOR:	SHIP TO: CAPITAL AREA COUNCIL OF GOVERNMENTS Attn: 6800 Burleson Rd., Building 310, Suite 165 Austin, TX 78744
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ITEM	QTY	DESCRIPTION	UNIT COST	TOTAL COST	FUND	PROG	LOC	PT	GL
				\$0.00					
				\$0.00					
				\$0.00					
				\$0.00					
TOTAL				\$0.00					

WE PAY ON ORIGINAL INVOICES ONLY. Above PO Number must appear on all invoices and packing lists. All delivery charges must be PREPAID. We are a political subdivision of the State of Texas and are not subject to state or federal taxes. Federal I.D. #74-1689381. This Purchase Order is CAPCOG's offer to purchase from Vendor the described goods or services for the prices set out above and in the CAPCOG Purchasing Terms and Conditions as described on the reverse of this Purchase Order.

REQUISITIONED BY:	DATE:
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PURCHASING APPROVAL:	DATE:
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INTERNAL USE ONLY:
 THE GOODS AND SERVICES DELIVERED OR PERFORMED ARE () ACCEPTED () REJECTED, IF REJECTED, STATE REASON(S) BELOW:

Pay In Full
 Partial Payment, indicate amnt _____ Authorized by _____ Date _____

PURCHASING TERMS AND CONDITIONS

1. **Purchase Contract:** (a) The Purchase Order is CAPCOG's offer to purchase from Vendor the described goods or services for the price specified and on the following terms and conditions. When Vendor accepts CAPCOG's offer, both Vendor and CAPCOG agree to perform the resulting Purchase Contract in accordance with the Uniform Commercial Code and these terms and conditions. (b) Vendor may not assign its rights or subcontract its duties under this Purchase Contract without the prior written consent of CAPCOG. An attempted assignment or subcontract in violation of this subparagraph (b) is void.
2. **Shipping:** Vendor agrees to ship its goods to CAPCOG prepaid, F.O.B. Destination, which is the "Ship -To" address on the front of this Purchase Order, unless this Purchase Contract provides otherwise.
3. **Delivery:** (a) Time is of the essence and CAPCOG may terminate this Purchase Contract if the goods are not delivered, or the services not performed by the date specified. (b) CAPCOG's acceptance of goods or services after the specified delivery or performance date does not waive CAPCOG's present or future termination right.
4. **Payment:** Vendor agrees to submit to CAPCOG a separate invoice for each Purchase Contract, and to include on the invoice the Purchase Order number. If CAPCOG agreed to pay shipping charges, they must be separately itemized, and a copy of the bill of lading or air bill, marked paid, attached to the invoice. Payment terms are 30-days net, after CAPCOG's receipt of the properly completed invoice, unless this Purchase Contract provides otherwise.
5. **Warranties:** In addition to the warranties provided by the Uniform Commercial Code, which Vendor may not exclude or modify, Vendor warrants to CAPCOG that (1) the goods sold are fit for the particular use CAPCOG intends, and (2) CAPCOG's purchase and use of the goods or services will not infringe a patent, trademark, copyright, franchise agreement, or other intellectual property right in the goods or services.
6. **Nondiscrimination and Equal Opportunity:** (a) Vendor agrees not to exclude anyone from participating under this Purchase Contract, deny anyone benefits under this Contract, or otherwise unlawfully discriminate against anyone in carrying out this Contract because of race, color, national origin, religion, sex, age, disability, handicap, or veteran status. (b) Vendor agrees to comply with CAPCOG's Small, Disadvantaged, Minority, Women-Owned, and Historically Underutilized Businesses policy.
7. **Conflict of Interest:** Vendor must comply with chapter 176 of the Local Government Code.
8. **Termination for Convenience:** (a) CAPCOG may terminate this Purchase Contract at any time for convenience. CAPCOG terminates this Purchase Contract for convenience by notifying the Vendor in writing of the termination, and the Contract terminates when Vendor receives the notice. (b) CAPCOG agrees either to pay for or to return to Vendor at CAPCOG's expense goods shipped, and to pay Vendor for services satisfactorily performed, before Vendor received the termination notice.
9. **Successors:** This Purchase Contract is binding on and inures to the benefit of CAPCOG's and Vendor's successors in interest.
10. **Applicable Law and Venue:** Texas law governs the interpretation and application of this Purchase Contract, which is performable in Travis County, Texas.

