

## City of Allentown – PURCHASE ORDER TERMS AND CONDITIONS

1. Purchase Order. Constitutes the entire contract between the vendor and the City covering the goods or services. Vendor's acceptance of an order is limited to the terms and conditions stated herein, without any modification, additions, or alterations. Any terms contained in a Vendor's acknowledgement or any other documents that are different from or in addition to the terms and conditions listed herein this Purchase Order will be null and void.
2. No changes. No substitutions or changes may be made to this order without written approval of the Purchasing Agent or the Purchasing agent's designee.
3. Acceptance of this Purchase Order. Implies the acceptance of and compliance with all terms and conditions contained herein, and all specifications, drawings, and additional items and conditions referred to herein and/or attached hereto. No substitutions or changes will be effective without written approval of City.
4. Invoices. Should be sent to [accountspayable@allentownpa.gov](mailto:accountspayable@allentownpa.gov) after the shipment of goods or the rendering of services is complete to receive prompt payment. In the event there are delays in receiving invoices or errors, this will be cause for postponed payment until the corrected invoice is received. All Purchase Order numbers must be shown on all invoices, cartons, packages, etc.
5. Time is of the essence. Vendor acknowledges and agrees that timing is of the essence in the delivery of the goods or completion of the services within the time frame mutually agreed upon by the City and Vendor. Failure to deliver goods or complete the services within such timeframe constitutes a breach of the Purchase Order terms and conditions and may be subject to cancellation.
6. Taxes. The City of Allentown, as a municipality, does not pay Pennsylvania State Sales Tax or Federal Excise Taxes. In the event any invoices are sent with sales tax they will be returned to the vendor for correction prior to processing the payment.
7. Warranty and Quality Inspection. Vendor warrants that all material, Work Product, and merchandise supplied under the Purchase Order (i) shall strictly conform to all specifications, drawings, samples, or other descriptions furnished to and approved by City; (ii) shall be fit and serviceable for the purpose intended, as agreed to by City and Vendor; (iii) shall be of good quality and free from defects in materials and workmanship; (iv) shall be new and not refurbished or reconditioned, unless expressly agreed in writing by City; and (v) shall not infringe any patent, copyright, trademark, trade secret or other intellectual property, proprietary or contractual right of any third party. In addition, Vendor warrants that City shall have good and marketable title to all goods (including all components thereof) purchased by City pursuant to the Purchase Order, free of all liens and encumbrances and that no licenses are required for City to use such goods. With respect to services, Vendor warrants that all services shall be provided in a professional and workmanlike manner, with a degree of skill and care consistent with current, good and sound professional procedures. All goods and services provided shall be at all times subject to City's inspection; but neither City's inspection nor failure to inspect shall relieve Vendor of any obligation hereunder. If, in City's opinion, any good, article, material, work and/or service fails to conform to specifications or is otherwise defective, Vendor shall promptly replace same at Vendor's expense, credit where replacement is not possible or promptly correct where necessary. Neither receipt of materials, work product or merchandise, nor acceptance or payment by City shall constitute a waiver of the forgoing, and nothing herein shall exclude or limit any warranties implied by law.
8. Title. Vendor warrants that any good, article, material, service or work is free and clear of all liens and encumbrances whatsoever, and that Vendor has a good and marketable title to same, and Vendor agrees to hold City free and harmless for any patent, copyright or trademark claims resulting from or arising in connection with the manufacture, sale, or other normal disposition of any article or material furnished hereunder.
9. Shipment Cost. All shipments to be prepaid by Vendor. For all orders, all risk of loss shall remain with the Vendor until goods and services have been received and accepted by the City at the applicable destination according to the terms and conditions of the Purchase Order.
10. Compensation. Vendor agrees to receive and accept the prices shown as full compensation for all goods and materials furnished and for all work and services performed in this Purchase Order; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of all elements, or from any unforeseen difficulties or obstructions which may arise or be encountered until its acceptance by City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithful completing the work, and the whole thereof, in the manner according to the requirements of the City's inspection.
11. Returns and Replacements. All expenses covering returns or replacements of defective or improper merchandise will be assumed by the Vendor. In no instance shall the vendor refer the City to any distributor or manufacturer for settlement of any claim arising from defective or improper merchandise. If the Vendor shall fail to replace or repair any defective or improper merchandise within (30) days from the date of notice, the City may make the necessary corrective arrangements and charge the cost to the money due to the Vendor or bill the Vendor. The Vendor agrees to reimburse the City in such instances.
12. Laws to be Observed. All activities regarding this Purchase Order shall be governed by the laws of the Commonwealth of Pennsylvania. Any action to enforce this agreement shall be brought within the Court of Common Pleas of Lehigh County,

Pennsylvania. Vendor shall comply with all existing and future State and National laws and all municipal ordinances and regulations of the City of Allentown which in any manner affect those engaged, or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same

13. Indemnification. The Vendor shall defend, indemnify, and hold harmless, the City of Allentown, its officers, employees, agents and assigns from any and all claims, suits and actions of every nature and description arising directly or indirectly from the use of patented appliances, products, or processes. The Vendor shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the City as a necessary requirement in connection with the final execution of any contract in which said patented appliances, products and processes are used.
14. Contractor Licensing Laws. All Vendors shall have all necessary licenses required by law.
15. Permits or Licenses. Vendor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.
16. Anti-discrimination. Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender identity, sexual orientation, veteran's status, political opinions or affiliations, lawful activity in any employee organization, national origin, age, disability, or marital status. Vendor will take affirmative action to ensure that applicants and employees are treated fairly during employment without regard to race, color, religion, sex, gender identity, sexual orientation, veteran's status, political opinions or affiliations, lawful activity in any employee organization, national origin, age, disability, or marital status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
17. If a Vendor or Subcontractor. Shall breach any provision hereof or shall become insolvent, enter voluntary or involuntary bankruptcy or receivership proceedings or make an assignment to the benefit of creditors, City of Allentown shall have the right (without limiting any other rights or remedies which it may have hereunder or by operation of law) to terminate this contract by written notice to Vendor whereupon City of Allentown shall be relieved of all further obligation hereunder except the obligation to pay the reasonable value of Vendor's prior performance (at not exceeding the contract rate), and Vendor shall be liable to City of Allentown for all costs incurred by City of Allentown in completing or procuring the completion of performance in excess of the contract price herein specified. The City of Allentown's right to require strict performance of any obligation hereunder shall not be affected by any previous waiver, forbearance of course of dealing. Time is of the essence hereof.
18. Independent Contractor. Both parties understand and acknowledge that Vendor, its agents, employers, and subcontractors are and shall at all times remain as to the City wholly independent contractors. Vendor shall not represent that Vendor, or its agents, employees or subcontractors are agents or employees of the City, and Vendor shall have no authority, express or implied, to act on behalf of the City in any capacity whatsoever as an agent, and shall have no authority, express or implied, to bind the City to any obligation whatsoever, unless otherwise provided in this Agreement. As an independent contractor, Vendor shall not be eligible for any benefits, which the City may provide to its employees and all persons, if any, hired by Vendor shall be employees or subcontractors of Vendor and shall not be construed as employees or agents of the City in any respect and shall not be entitled to any wages, compensation and/or benefits from the City. Vendor shall pay all taxes, assessments and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in connection with the services to be performed by Vendor.
19. Safety. All equipment and materials shall comply with all Federal, State, and local safety rules and regulations including OSHA.
20. Assignment. City is entering into this agreement in consideration of the rendition of the services required herein by Vendor. Vendor shall not assign any of the duties, responsibilities, or obligations of this agreement to any other firm, company, entity, or individual, except with the express written consent of City.
21. Severability – If any provisions of the Purchase Order or these terms and conditions is determined to be invalid, illegal or unenforceable, the remaining provisions remain in full force and effect.
22. Insurance. Vendor shall, at its own expense, procure and maintain in full force at all times the City's Insurance Requirements during the term of the PO and/or any applicable contract/agreement.
23. Debarment/Suspension Policy. Contractors/vendors and subcontractors must not be debarred, suspended or otherwise excluded by the United States Government in compliance with the requirements of 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35, Executive Order 12549, and Public Contract Code (PCC) Section 6109. (The City will verify bidder, its principal and their named subcontractors are not on the Federal debarred, suspended or otherwise excluded list of vendors located at [www.sam.gov](http://www.sam.gov).) Contract and/or Purchase Order will be terminated upon verification that vendor is on the excluded list of vendors.