

**Dawson County Government**  
**Purchase Order Standard Terms & Conditions**  
**By Accepting a Purchase Order from Dawson County BOC, Contractor Agrees to**  
**the Following Standard Terms & Conditions**

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1. No changes will be made to this Purchase Order except by written modification from the Dawson County Purchasing Office.
2. Contractors shall transfer and deliver to County department named on the attached Purchase Order, all of the goods and/or services described herein for the consideration set forth herein.
3. Delivery shall be made to the address listed on the Purchase Order and within the time specified.
4. Risk of Loss of the goods shall pass to County upon acceptance ONLY.
5. Title to the goods shall remain with Contractor until acceptance by County.
6. Contractor warrants that the goods are merchantable and as described within.
7. County shall have the right to inspect the goods at the time and place of delivery.
8. No claim or right arising out of a breach or this agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
9. No right or interest in the contract shall be assigned by Contractor without the written permission of the County, and no delegation of any obligation owed or of the performance of any obligation by Contractor shall be made without the written permission of the County. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
10. This order shall be governed in all respects by the laws of the State of Georgia.
11. Items on this order are exempt from Federal Excise Tax (58-6011882) and Georgia Sales and Use Tax.
12. All goods and or services supplies pursuant to this purchase order shall, unless otherwise stated, conform exactly to all of the description, specifications, and attachments contained in the Request for Quote, Invitation For Bids, or Request for Proposal which this order is based; and the terms, conditions, and specifications of those documents are incorporated herein by reference and made a part thereof.
13. Any and all cuts, negatives, positives, artwork, plates, engravings and other materials owned by the county or paid for in any County printing order shall become, and remain County property and shall be delivered to the County upon request.
14. Upon inspection and acceptance of all items, amount due shall be paid within thirty (30) days of receipt of a correct invoice (Net 30), unless a shorter time is stated in the bid and accepted by the County. The County may take advantage of any discount offered for early pay. All invoices must be itemized in full and must include the Purchase Order Number. Submit invoices to: *Dawson County Accounts Payable, 25 Justice Way, Dawsonville, GA 30534*. Payments are not made against statements. All inquiries regarding the payment of invoices shall be directed to Accounts Payable at 706-344-3500.
15. In the event that this order is issued with an attached contract or agreement, the terms and condition of such latter document shall govern the event of any conflict with these terms and conditions.

16. Drug Free Workplace

The Contractor hereby certifies as follows:

- (i) Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract; and
- (ii) If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 through O.C.G.A. Section 50-24-6 et seq., throughout the duration of this Contract; and
- (iii) Contractor will secure from any subcontractor hired to work on any job assigned under this Contract the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

Contractor may be suspended, terminated, or debarred if it is determined that:

- (i) Contractor has made false certification here in above; or
- (ii) Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).

17. Contractor certifies that all subcontractors and suppliers of labor and materials have been paid all sums due to them upon receipt of payment from Dawson County Board of Commissioners for all work performed and/or materials furnished in the performance of the details of this Contract.
18. Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
19. Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. 50-5-85.
20. Contractor must comply with Georgia Law, O.C.G.A. § 13-10-91.
21. Prices stated are F.O.B. destination unless otherwise detailed on the Purchase Order.