

CARRIZO SPRINGS CISD PURCHASE ORDER

STANDARD TERMS AND CONDITIONS

- 1. ACCEPTANCE AGREEMENT:** This Purchase Order constitutes a binding contract between the **CARRIZO SPRINGS CISD** and **VENDOR** to furnish the goods and/or services specified on the face of the Purchase Order. By acceptance of this Purchase Order, Contractor agrees to furnish all goods and/or services in accordance with the terms and conditions specified herein
- 2. TAX-EXEMPT:** **CARRIZO SPRINGS CISD** is a tax-exempt entity under Texas law. **VENDOR** should not include taxes in its bid, proposal, quote, or invoice to the **CARRIZO SPRINGS CISD**. **CARRIZO SPRINGS CISD** will furnish a tax exemption certificate upon request.
- 3. TITLE AND RISK OF LOSS:** The terms of the agreement are “no arrival, no sale” The title and risk of loss of the goods shall not pass to **CARRIZO SPRINGS CISD** until **CARRIZO SPRINGS CISD** actually receives and takes possession of the goods at the point or points of delivery. **CARRIZO SPRINGS CISD** shall have the right to inspect the goods at delivery before accepting them.
- 4. WARRANTIES:** Warranties for goods and services shall be a minimum of one (1) year from completion of the bid or proposal. If goods or services to be provided are of comparable quality, **CARRIZO SPRINGS CISD** may give preference to longer warranties when evaluating the bid or proposal.
- 5. OWNERSHIP OF GOODS/SERVICES:** **VENDOR** warrants that it owns and is legally able to transfer ownership of the goods or materials to **CARRIZO SPRINGS CISD**. **VENDOR** warrants that it owns a clear title free of any materialman’s, suppliers, or other type of liens, mortgage, encumbrance, or other security interest in the goods or materials supplied to **CARRIZO SPRINGS CISD**. Any breach to this warranty of title shall be considered a default by **VENDOR** and good cause for termination of the award, contract, or purchase order.
- 6. INDEMNITY:** **VENDOR** shall indemnify, hold harmless, and defend **CARRIZO SPRINGS CISD**, its trustees, employees, and agents from all claims, demands, damages, and legal proceedings arising in any way out of or related to **VENDOR**’s goods and services.
- 7. PRICING:** All prices proposed by **VENDOR**, and accepted by **CARRIZO SPRINGS CISD**, shall remain in effect throughout the term of the contract and purchase order, and cannot be increased during that term without written agreement between **CARRIZO SPRINGS CISD** and the **VENDOR**.
- 8. WRITTEN CONSENT:** No assignment of any rights, including rights to money due or to become due hereunder, or delegation of any duties under this order shall be binding upon **CARRIZO SPRINGS CISD** until its written consent has been obtained. In any event, the assigning party will remain fully responsible for compliance with all of the terms of this agreement.
- 9. DEFECTIVE PRODUCTS/SERVICES:** **VENDOR** shall be responsible for replacing or correcting any defective product or service supplied to **CARRIZO SPRINGS CISD** at no cost to **CARRIZO SPRINGS CISD**.
- 10. RIGHT OF INSPECTION:** **CARRIZO SPRINGS CISD** shall have the right to inspect the goods at delivery before accepting them.

11. NO PLACEMENT OF DEFECTIVE TENDER: Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. All delivered equipment, materials or merchandise must be new, unused, free of liens, and in the manufacturer's original packing unless otherwise specified. If a tender is made which does not fully conform, this shall constitute a breach of the contract, purchase order, and award, and **VENDOR** shall not have the right to substitute a conforming tender, **provided**, where the time for performance has not yet expired, the **VENDOR** may reasonably notify **CARRIZO SPRINGS CISD** of his intention to cure and may then make a conforming tender within the contract time but not afterward.

12. VENDOR OF PACKAGED GOODS: **VENDOR** will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows: (a) **VENDOR's** name and address;(b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g., box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. **VENDOR** shall bear the costs of packaging and delivery at reasonable costs unless otherwise provided. Delivery of goods pursuant to the Solicitation, purchase order, or contract, shall be made to **CARRIZO SPRINGS CISD** at the address provided in the Solicitation.

13. INSURANCE: **VENDOR** shall maintain such public liability insurance, including products liability, completed operations, contractors' liability and protective liability, automobile liability insurance (including non-owned automobile liability) and Workmen's Compensation, and employer's liability insurance as will adequately protect **CARRIZO SPRINGS CISD** against such damage, liabilities, claims, losses and expenses (including attorney's fees). Vendor agrees to submit certificates of insurance evidencing its insurance coverage when requested by Buyer.

14. CRIMINAL HISTORY: In the event that any employee of **VENDOR**, or of **VENDOR's** subcontractors, is a "covered employee" as defined in Texas Education Code Ann. §22.0834 or §22.08341, **VENDOR** shall obtain the national criminal history information of each "covered employee" and shall certify to **CARRIZO SPRINGS CISD** that any covered employees do not have a "disqualifying" criminal history as defined by Texas Education Code Ann. §22.085. In the event that **VENDOR** does have a "covered employee" that does have a disqualifying criminal history, **VENDOR** shall not use that employee to work on **CARRIZO SPRINGS CISD** projects or property. **CARRIZO SPRINGS CISD** will be the final arbiter of what constitutes a "disqualifying criminal history" and if **CARRIZO SPRINGS CISD** objects to the use of any such employee on the district's property or **CARRIZO SPRINGS CISD** projects, **VENDOR** will not use such employee, or will discontinue the use of such employee at the district.

15. CHANGES: **CARRIZO SPRINGS CISD** reserves the right to make changes to this Purchase Order (e.g., increase/decrease quantities, change delivery address). Any changes to the Purchase Order shall be communicated to the **VENDOR** by the issuance of a written Change Order.

16. INVOICING: All invoices from **VENDOR**, unless otherwise agreed to in writing by **CARRIZO SPRINGS CISD**, shall be sent to the district for payment to the following address:

CARRIZO SPRINGS CISD
300 N. 7th Street
Carrizo Springs, TX 78834

17. PAYMENTS: CARRIZO SPRINGS CISD shall make all payments under this Agreement from current revenues available. In the event no funds, or insufficient funds due to non-appropriation, are available at any time or during any fiscal period when such payment is due, in accordance with Local Government Code Ann. §271.903, CARRIZO SPRINGS CISD shall notify VENDOR of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which payment was received without penalty or expense to CARRIZO SPRINGS CISD of any kind whatsoever. However, CARRIZO SPRINGS CISD shall be responsible to remit payment for all services provided by the VENDOR to the CARRIZO SPRINGS CISD prior to the termination date.

18. TERMS OF PAYMENT: CARRIZO SPRINGS CISD will pay all invoices for accepted merchandise or services no later than 30 days from date of acceptance or delivery. Invoices with incorrect prices or other errors or inconsistencies will not be paid until corrected, whether by credit memo(s) or issuance of a corrected invoice. At the option of CARRIZO SPRINGS CISD, invoices may be corrected upon receipt and payment may be made based upon their corrections.

19. TERMINATION: CARRIZO SPRINGS CISD shall have the right to terminate any purchase order to, contract with, or awarded to, VENDOR, in whole or in part, for cause (including breach of the proposal, warranties, or contract by VENDOR, or because of loss of federal funding) or for CARRIZO SPRINGS CISD's convenience at any time.

20. FORCE MAJEURE: Neither CARRIZO SPRINGS CISD nor VENDOR shall be responsible or deemed to be in default of its obligations to the other to the extent any failure to perform or delay in performing its obligations under the contract is caused by events or conditions beyond the reasonable control of that party, and are not due to the negligence or willful misconduct of such party (hereinafter, "Force Majeure events"). For purposes of the contract, Force Majeure events shall include, but not be limited to, acts of God or public enemy, war, riot or civil commotion, strikes, epidemic, pandemic, fire, earthquake, tornado, hurricane, flood, explosion, weather-related emergencies, or other catastrophes, or events or conditions due to law, regulations, ordinances, order of a court of competent jurisdiction, or executive decree or order. However, in the event of such delayed non-performance, the party so delayed shall furnish prompt written notice to the other party (including the date of inception of the Force Majeure event and the extent to which it will affect performance) and shall undertake all efforts reasonably possible to cure the delay or nonperformance and mitigate its effects, or to otherwise perform. CARRIZO SPRINGS CISD shall not be responsible for payment for any product or service delayed or foreclosed by any Force Majeure event unless and until such delayed or foreclosed product or service is provided.

21. NOTICE OF DELAYS: Whenever VENDOR encounters any difficulty which delays or threatens to delay timely performance, VENDOR shall immediately give notice, in writing, to CARRIZO SPRINGS CISD, including all relevant information. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by CARRIZO SPRINGS CISD of any right or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delay.

22. GOVERNING LAW, VENUE: The Texas Uniform Commercial Code shall govern this agreement. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the state of Texas as effective and in force on the date of this agreement and both parties agree that venue for any litigation arising from this agreement shall lie in Dimmit County, Texas.

23. FIREARM ENTITY/TRADE ASSOCIATION NONDISCRIMINATION: If VENDOR is not a sole proprietorship, has ten (10) or more employees, and the value of VENDOR's contract has a value of \$100,000 or more, VENDOR certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined by Texas Government Code Ann. Chapter 2274, and will not during the term of any contract with the CARRIZO SPRINGS CISD, unless excepted from that law.

24. ENERGY COMPANY BOYCOTT: As required by Texas Government Code Ann. Chapter 2274, if **VENDOR** has ten (10) or more employees, is not a sole proprietorship, and if the value of **VENDOR**'s contract has a value of \$100,000 or more, **VENDOR** certifies that it does not boycott energy companies and will not during the term of any contract with the **CARRIZO SPRINGS CISD**, unless excepted by that law.

25. ISRAEL BOYCOTT: If **VENDOR** is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit, has ten (10) or more full-time employees, and the value of the contract is \$100,000 or more, pursuant to Texas Government Code Ann. Chapter 2271, as amended, **VENDOR** certifies to the **CARRIZO SPRINGS CISD**, by accepting a purchase order or signing a contract with **CARRIZO SPRINGS CISD**, that the **VENDOR** does not boycott Israel and will not boycott Israel during the term of this Agreement.

26. TERRORIST ORGANIZATIONS: Pursuant to Texas Government Code Ann.. Chapter 2252, **VENDOR** verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If **VENDOR** has misrepresented its inclusion on the Comptroller's list, such omission or misrepresentation will void this Contract.

27. ABORTION PROVIDERS: Pursuant to Texas Government Code Ann. Chapter 2272, by entering a contract with **CARRIZO SPRINGS CISD**, the **VENDOR** certifies that it is not an abortion provider or an affiliate of abortion providers, whereby the provider or affiliate receives something of value derived from state or local tax revenue. Any contract entered into by the **CARRIZO SPRINGS CISD** is void if the **VENDOR** has such a prohibited affiliation or contractual relationship.

28. EDUCATION DEPARTMENT GENERAL ADMINISTRATIVE REGULATIONS (EDGAR) AND OFFICE OF MANAGEMENT AND BUDGET GUIDANCE (OMB): If the source of funds for this purchase order is Federal funds, the following Federal provisions apply, as applicable: the Davis-Bacon Act (40 U.S.C. § 276a / 29 CFR Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 / 29 CFR Part 5), the Equal Opportunity Employment requirements (Executive Orders 11246 and 11375 / 41 CFR Chapter 60), the McNamara-O'Hara Service Contract Act (41 U.S.C. 351), Section 306 of the Clean Air Act (42 U.S.C. § 1857h, Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15), the Contract Work Hours and Safety Act (40 U.S.C. § 3701- 3708; 29 C.F.R. Part 5), Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Debarment and Suspension (Executive Orders 12549 and 12689), the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), the Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81 ("EDGAR"), and mandatory standards and policies contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).