

**PURCHASE ORDER STANDARD TERMS
AND CONDITIONS**

1. DEFINITIONS

Austin ISD – Austin Independent School District also known as District or AISD.

Buyer – AISD District assigned purchasing agent.

Vendor – Person or entity that provides goods and/or services for AISD. A vendor includes but is not limited to architects, engineers, contractors, consultants, service providers, suppliers, resellers, retailers, manufacturers and dealers.

2. ACCEPTANCE This order constitutes a binding contract between the Vendor and AISD to furnish goods/services as stated on the Purchase Order. Under no circumstances is the amount of this order to be exceeded without prior approval of AISD. No substitution of materials of any kind or change in, cancellation of, waiver of, or exception to any of the terms or specification of any purchase order, contract, or service agreement will be recognized unless authorized in writing by AISD. See Texas Education Code

44.031 regarding Texas Purchasing Laws. *Nothing in the vendor's quote or proposal, even if signed or accepted by a District representative, shall be interpreted as superseding any terms or conditions in this document.*

3. MODIFICATIONS Either party may request changes in the scope of services or purchase orders. Any and all modifications shall be in writing, signed and dated by each of the parties. Such modifications shall be incorporated into this agreement by way of an addendum.

4. CANCELLATION Time is of the essence in this order. Buyer reserves the right to cancel this order, or any portion of this order, without liability, if; (1) delivery is not made when and as specified; (b) Vendor fails to meet contract commitments as to exact time, price, quality or quantity; (c) Vendor ceases to conduct its operation in the normal course of business; (d) Vendor is unable to meet its obligations as they mature; (e) proceedings are

instituted against Vendor under the bankruptcy laws or any other laws relating to the relief of creditors; (f) a receiver is appointed or applied for by Vendor; or (g) any assignment is made by Vendor for the benefit of creditors. Buyer also reserves the right to cancel for any other reason permitted by the Uniform Commercial Code then in effect in the state of Texas.

5. DELIVERY All deliveries shall be packed, rated and braced to prevent damage or deterioration in accordance with Uniform Freight Classification Rules and Regulations and Carrier Tariffs. No charges will be paid by Buyer of preparation, packing, crating or cartage unless separately stated in the order. All shipments to be forwarded on one day via one route shall be consolidated and shipped to protect lowest transportation charge. Each container shall be consecutively numbered and marked with AISD's purchase order number and delivery memoranda on bills of lading, packages, and correspondence. Bill of Lading description of goods shall be described in Uniform Freight Classification of Carrier Tariffs and not by trade or technical name. Shipping costs for goods on back order shall be paid only at the rate which would have been applicable had the complete order been shipped at one time. All excess costs shall be borne by Vendor. When a delivery is to be made to an AISD Campus: such delivery shall be made between the hours of 8:30 a.m. and 3:00 p.m., Monday through Friday, except on school holidays.

6. INSPECTION, REJECTION AND EXCESS SHIPMENT In addition to other rights provided by law AISD reserves the right (1) to inspect articles delivered and to return those which do not meet specifications or reasonable standards of quality, (2) to reject articles shipped contrary to instruction or in containers which do not meet recognized



standards, and (3) to cancel the order if not delivered within the time specified. The District may return rejected articles or excess shipment on this order, or may hold the articles subject to the vendor's order and at their risk and may in either event charge the vendor with the cost of shipping, unpacking, inspecting, repackaging, reshipping, and other like expenses. No replacement or correction of nonconforming goods shall be made by Vendor unless agreed to in writing by Buyer.

7. INSTALLATION If this order requires Vendor to furnish services of its supervisor expert or other employee in connection with the installation or any other matter under this order to perform work on Buyer's premises, Vendor agrees, whether or not a separate charge is made therefore, that such supervisor, expert or other employee of Vendor, in performing such services, is not and shall not be deemed to be the agent or employee of Buyer. Vendor assumes full responsibility for its acts and omissions and agrees to save Buyer harmless from any claims whatever arising therefrom. Vendor assumes exclusive liability for any payroll or other taxes imposed upon the employer by any Federal or State law.

8. WARRANTIES In addition to the guarantees and warranties provided by law, by accepting the Agreement or Purchase Order, Vendor hereby guarantees, warrants, and represents that:

- a. Price The prices for the goods sold to Buyer under this order are not less favorable than those currently extended to any other customer for the same or like articles in comparable or less quantities.
- b. Quality All goods delivered under this order will conform to the requirements of this order and will be free from defects in material and workmanship. In the event no quality is specified on the face of the Purchase Order, the goods delivered and/or service(s) rendered hereunder shall be of the best quality. The Vendor shall ensure that all goods delivered to AISD will be new (i.e., previously unused and in its original packaging), and have not been remanufactured or refurbished. The Vendor also warrants that all services will conform to the standard(s) established herein.

9. INVOICE AND PAYMENT AISD is an educational institution, a political subdivision of the State of Texas and as such, is tax exempt. All invoices must be sent to the AISD Accounts Payable Department:

**Austin ISD
Attn: Finance Accounts Payable
4000 S. I-H 35 Frontage Road
Austin, TX 78704**

The District's purchase order number shall appear on all invoices. All invoices shall include the following: purchase order number; invoice date, name of company, brief description of the item, quantity, unit price, and extended price; complete mailing address and telephone number; any other substantiating documentation or information as required by the purchase order. Invoices will only be paid after the goods or services are received, therefore, prepayments in any form are not acceptable. District's standard payment terms are Net 30, from the receipt of an accurately submitted invoice, in the Accounts Payable Department.

10. ASSIGNMENTS 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 Buyer 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.

11. FORCE MAJEURE Neither party shall be liable for any delay or failure in performance due to acts of nature, labor disputes, and changes in law, riots, war, fire, epidemics, disruption of utility services or other similar occurrences that are beyond its reasonable control. However, in order to avail itself of such excuse, the party must act diligently to remedy the cause of and to mitigate the impact of the delay or failure

12. DISPUTE RESOLUTION In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or

disagreement. To this effect, they shall consult and negotiate with each other in good faith and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

13. WAIVER No claim or right arising out of a breach of 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.

14. CONFIDENTIALITY Vendor shall maintain strict confidentiality of all information, dates or records relating to students of the District and shall not disclose information except as required to the implementation of services in accordance with the terms of this agreement, or as may be required by law. Vendor acknowledges District's obligations and requirements under Family Educational Rights and Privacy Act, 20 USC 1232g, as amended ("FERPA") and agrees to provide services including, without limitation the handling of confidential student information that is compliant with FERPA requirements.

15. FINGERPRINTING In accordance with the Texas Education Code (TEC) 22.0834 a Vendor shall certify to the District that it is in compliance with the fingerprinting laws. The District may review the background check results for contracted employees in the DPS FACT Clearinghouse as provided by Section 411.0845, of the Government Code. Additionally, a subcontractor must certify to the District and Vendor that the subcontractor has fingerprinted all individuals providing services to the District under the terms of the contract. The District may request additional information from a Vendor in order to verify that the fingerprinting has been completed.

16. 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 AISD 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.

17. 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 Austin, Travis County, Texas. CONTRACTOR agrees to abide by all local ordinances, state and federal laws in the provision of its services, activities or programs to the DISTRICT, including but not limited to, the Americans with Disabilities Act, 42 USC §12111, *et seq.*, 29 CFR §1630, *et seq.*; Section 504 of the 1973 Rehabilitation Act, 34 CFR §104.1, *et seq.*; the Family Educational Rights and Privacy Act, 20 USC §1232g, *et seq.*, 34 CFR §99.1, *et seq.*; Title IX of the Education Amendments of 1972, 20 USC §1681 *et seq.*, 34 CFR §106.1 *et seq.* and any applicable federal, state, local and private grant requirements.

18. Compliance with Gov't Code 552.372 The requirements of the Texas Public Information Act, Chapter 552 of the Texas Government Code, Subchapter J, may apply to this bid or contract if it is valued at more than \$1 million. The contractor or vendor agrees the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter, including the preservation of all "contracting information" (as defined in 552.003) and the provision, upon request of the governmental entity with whom you are contracting, of all contracting information. Contracting information includes, but is not limited to, records, communications and other documents related to the bid process, contract, payments, receipts, scope of work/services, and performance.