

PURCHASE ORDER TERMS AND CONDITIONS

1. **ACCEPTANCE** – This Purchase Order (“PO”) constitutes a binding contract between the Vendor and Waller Independent School District (“WISD”), to furnish the goods and/or services specified on the face of the PO. Acceptance of the Vendor’s goods and/or services does not equal acceptance of any of the terms and conditions or other contractual provisions which may be stated in the Vendor’s documentation or agreements.
 - a. Under no circumstances is the amount of this purchase order to be exceeded without prior approval of the Chief Financial Officer or designee.
 - b. No substitution of materials of any kind or change in, cancellation of, waiver of, or exception to any of the terms or specifications of any purchase order, contract, or service agreement will be recognized without the prior written authorization of the Chief Financial Officer or designee.
 - c. WISD’s purchase order number must appear on all invoices, delivery memoranda, bills of lading, packages, and correspondence.
 - d. Address all communication (excluding invoices) concerning this purchase order to the Chief Financial Officer, at the address on the front of the purchase order, or by contacting 936-931-0317.
2. **AGREEMENT** – This PO, the terms and conditions specified in WISD’s procurement solicitation or the cooperative contract utilized by WISD for this purchase (“RFP”), and any contract entered into between WISD and Vendor as a consequence of the RFP, and the Vendor Packet (including all certifications therein) represent the basis for Vendor to deliver the required goods and/or services. This PO, the RFP/cooperative contract, any contract entered into between WISD and Vendor as a consequence of the RFP, and the Vendor Packet represent the entire agreement of the parties and supersede all prior offers, negotiations, exceptions and understandings, whether oral or in writing. In the event of a conflict among this PO, the RFP or the contract, the contract shall control. In the event of a conflict between this PO and the RFP, the RFP shall control.
3. **VALIDATION** – This is a valid PO only when the following two conditions have been met: (a) A PO number appears in the space provided; and (b) a written or stamped signature of WISD’s Chief Financial Officer and Superintendent or designees, appears in the space provided.
4. **PRICES** – WISD accepts Vendor’s price(s) as recorded on Vendor’s bid/proposal and on this PO but reserves the right to cancel the PO if the prices are to be increased prior to the delivery of goods or the completion of services. The price(s) specified on the face of the purchase order shall remain firm until WISD has processed the Vendor’s invoice, or until the goods and/or services have been accepted by WISD, whichever is later. Vendor is directed not to fill this PO at increased prices without authorization from the Chief Financial Officer or designee. No separate charges, except those clearly recorded on Vendor’s bid/proposal and on this PO can or will be allowed.
5. **TAX EXEMPT** – WISD is tax-exempt. Vendor shall not include taxes on the invoice. WISD’s Tax Identification Number is 74-6002539.
6. **WARRANTY, GUARANTEE, LAWS AND REGULATIONS** – In addition to the guarantees and warranties provided by law, by accepting this PO, Vendor hereby expressly guarantees, warrants, and represents that:
 - a. all goods and/or services furnished are new (i.e., previously unused and in their original packaging and have not been reconditioned, repackaged, returned, remanufactured, refurbished, or damaged), free from all defects in material and workmanship, meet and conform to all applicable specifications and requirements, and be suitable for its ordinary, intended purpose(s) as well as any special purposes specified by WISD, for a period of one (1) year from the date of acceptance of the goods and/or services or payment of the applicable invoice, whichever is later. Neither acceptance of, nor payment of, said goods and services shall constitute a waiver or modification of any of the warranties of Vendor, or the rights of WISD;
 - b. all services performed by it or its subcontractors and all material used on WISD’s behalf, will be completely paid for and that there are no materialman’s or other liens attached to the goods, products, merchandise, materials, or services which are provided to WISD;
 - c. the goods to be delivered hereunder will not infringe on any valid intellectual property right, including any patent, trademark, trade name, or copyright, and that Vendor will, at Vendor’s expense, defend any and all actions or suits charging such infringement and will save WISD, its agents and employees, harmless in case of any such action or suit;
 - d. the goods to be delivered hereunder will be manufactured, sold, and/or installed in compliance with the provisions of all applicable Federal, State, and Local laws and regulations; and
 - e. nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of WISD.
7. **INDEPENDENT CONTRACTOR** – In the event this PO requires the Vendor’s performance of services by Vendor’s employees, or persons under contract to Vendor, to be done on WISD property, the Vendor agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of WISD.
8. **INSURANCE** – Vendor shall maintain all necessary insurance coverages, including public liability and workers compensation insurance.
9. **INDEMNIFICATION/HOLD HARMLESS** – Vendor shall indemnify and hold harmless and defend WISD from any and all claims of liabilities arising out of the work covered by this PO.
10. **GOVERNING LAW** – The laws of the State of Texas, without regard to its provisions on conflicts of laws, govern this PO. The exclusive jurisdiction for any dispute under this PO is the state and federal courts located in Waller County, Texas.
11. **APPROPRIATED FUNDS** – Renewal of this PO or continuation beyond the current fiscal year, if any, will be in accordance with Texas Local Government Code § 271.903 concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this PO or obligation imposed on WISD by this PO, WISD shall have the right to terminate this PO without default or liability to Vendor resulting from such termination, effective as of the expiration of each budget period of WISD if it is determined by WISD, in WISD’s sole discretion, that there are insufficient funds to extend this PO. The parties agree that this PO is a commitment of WISD’s current revenue only.
12. **INSPECTION** – Prior to acceptance of any goods and/or services and continuing for a period of thirty (30) days after WISD’s first use of the goods and/or services, WISD reserves the absolute right to inspect, test, and reject all goods and/or services, in whole or in part, furnished by Vendor, to ensure they comply with this PO, the RFP, and/or any contract entered into between WISD and Vendor as a consequence of the RFP. This right shall exist even if payment has already been made by WISD to the Vendor. Goods or services which, in the sole opinion of WISD, fail to conform to the required specification(s) or standard(s) may be considered non-conforming.
13. **NON-CONFORMANCE** – Vendor assumes all liability for delivering goods that do not meet the specification(s) and standard(s) specified on the face of the PO. Any non-conforming goods and/or services which are delivered to WISD are accepted under a “reservation of WISD’s rights” to contest, dispute, request offsets, reject, or return the non-conforming goods and/or services, in whole or in part. Any tender of goods or performance of services by Vendor which are non-conforming as to the quality, quantity, or the delivery schedule shall constitute a breach of this PO and WISD shall have the absolute right to reject the goods and/or services, in whole or in part. In the event that WISD does not accept any goods and/or services which have been submitted to WISD, WISD is entitled to any and all remedies that are provided by law. In addition to the U.C.C. allowed contract by contract right of setoff, WISD is entitled to a “party by party” right of set off. WISD is not required to mitigate its damages in order to obtain the relief for any breach of contract remedies available to it. In addition, WISD has the right to do any or all of the following, in WISD’s sole discretion:
 - a. to hold the non-conforming goods and/or services for a reasonable period at Vendor’s risk and expense pending a determination to accept or reject any or all thereof;
 - b. to return the non-conforming goods and/or services to Vendor at WISD’s election and at Vendor’s risk and expense for replacement or correction, in which case Vendor shall use best efforts to replace any non-conforming goods and/or services at Vendor’s risk and expense;
 - c. to accept the non-conforming goods and/or services subject to an equitable price reduction;
 - d. to replace or correct the non-conforming goods and/or services and charge to Vendor the cost occasioned to WISD thereby;
 - e. to recover by offset or otherwise any and all expenses, costs, price reductions, and damages paid, incurred, or suffered by WISD as a result of the holding, return, replacement, correction, reductions, or rejections of non-conforming goods and/or services; and/or
 - f. to terminate the PO and/or any contract entered into between WISD and Vendor.
14. **DELIVERY**
 - a. All deliveries shall be to the site(s) specified on the purchase order, be freight prepaid, F.O.B. Destination (Waller ISD, TX), and pricing shall include all shipping, handling, freight, and/or delivery charges. WISD has no facilities for off-loading deliveries. Unless specifically stated otherwise, all shipments MUST include “inside delivery”. “Dock Side” deliveries and/or deliveries requiring buyer unloading will be refused.
 - b. The obligation of Vendor to meet the delivery dates, specifications, and quantities set forth in the PO is of the essence of this PO. If, at any time, Vendor believes it may be unable to comply with the delivery or completion schedules, then Vendor must immediately notify WISD’s Chief Financial Officer in writing of the probable length of any anticipated delay and the reasons for it. In the event of such notification or of an actual failure by Vendor to comply with the delivery or completion schedules, WISD may, in addition to all other remedies, require Vendor, at Vendor’s expense, to ship the goods via air freight or expedited routing to avoid or minimize delay.
 - c. When a delivery is to be made to a WISD campus: (a) such delivery shall be made between the hours of 8:00 a.m. and 3:00 p.m., Monday through Friday, except on school holidays and (b) such delivery shall be made and goods shall be placed inside the campus building in the designated room(s) at no additional charge. WISD CANNOT AND WILL NOT ACCEPT TAILGATE DELIVERY AT A SCHOOL ENTRANCE UNLESS SPECIFIED OTHERWISE ON THIS PO.

- d. **All unshipped items on this PO will automatically be cancelled ninety (90) days after date of order** unless prior approval by WISD's Chief Financial Officer or designee has been obtained. Shipments initiated after such date may not be accepted.
15. **PAYMENT TERMS** - Itemized invoices shall be directed to WISD's Accounts Payable department. In accordance with Tex. Gov't Code § 2251.021, payments are due to Vendor within forty-five (45) days after the later of the following: (1) the date WISD receives the goods; (2) the date the performance of the service is completed; or (3) the date WISD receives an invoice for the goods and/or services.
16. **INVOICING REQUIREMENTS** - All invoices shall include the following: PO Number; Invoice Date, Name of Vendor, brief description of the item, quantity, unit price, and extended price; Vendor's complete mailing address and telephone number; any other substantiating documentation or information as required by the PO.
17. **MATERIAL SAFETY DATA SHEETS (MSDS)** - The Federal Government requires that WISD obtain current and accurate Material Safety Data Sheets for each product, which may contain hazardous substances, create hazardous substances as a by-product, cause harmful physical effects, or otherwise be considered hazardous.
18. **PRODUCT RECALL** - Vendor shall notify the WISD's Chief Financial Officer immediately if a product recall is instituted on any good and/or service Vendor has delivered or if Vendor discovers or becomes aware of any quality or other deficiency in the delivered goods and/or services. This requirement shall survive payment and acceptance of the goods and/or services.
19. **TITLE** - The title to any and all goods, products, merchandise, materials, and/or services that are provided to WISD shall pass to WISD upon acceptance of the good or payment of the applicable invoice, whichever is later.
20. **NON-WAIVER** - Failure of WISD to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights or remedies provided here in or by law or to properly notify successful Vendor in the event of breach, or the acceptance of or payment for any goods hereunder shall not release successful vendor from any of the warranties or obligations of any PO, contract or service agreement, and shall not be deemed to waive any right of WISD to insist upon strict performance hereof or any of its rights or remedies as to any such goods, regardless of when shipped, received or accepted, or as to any prior or subsequent default hereunder; nor shall any purported oral modification or rescission of a PO, contract or service agreement by WISD operate as a waiver of any of the terms hereof.
21. **NO ASSIGNMENT** - The rights and responsibilities of Vendor to furnish the goods and/or services specified herein shall not be subcontracted, assigned, transferred, mortgaged, pledged or otherwise disposed of or encumbered in any way by the Vendor, unless previously accepted by WISD and Vendor in writing.
22. **CERTIFICATIONS** -**22.1.** Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. **22.2.** If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this PO has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, Vendor hereby certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this PO. For purposes of this PO, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. **22.3** If Vendor is not a governmental body and (a) this PO has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by WISD; or (b) this PO results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by WISD in a fiscal year of WISD, the following certification shall apply; otherwise, this certification is not required. As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement/PO (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter." Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to (1) preserve all contracting information related to this PO as provided by the records retention requirements applicable to WISD for the duration of the Agreement; (2) promptly provide to WISD any contracting information related to the Agreement/PO that is in the custody or possession of the Vendor on request of WISD; and (3) on completion of the Agreement/PO, either (a) provide at no cost to WISD all contracting information related to the Agreement/PO that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement/PO as provided by the records retention requirements applicable to WISD. **22.4** If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this PO has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 13 (87th session), Vendor hereby certifies and verifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the PO. For purposes of this PO, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." See TEX. GOV'T CODE § 809.001(1). **22.5** If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; (c) this PO has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the PO is not excepted under TEX. GOV'T CODE § 2274.003 of SB 19 (87th leg.); and (e) WISD has determined that Vendor is not a sole-source provider or WISD has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 19 (87th session), Vendor hereby certifies and verifies that Vendor, or 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 these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this PO, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association." See TEX. GOV'T CODE § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See TEX. GOV'T CODE § 2274.001(3) of SB 19. **22.6** WISD is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by WISD for product warranty and support purposes. Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this PO, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." See TEX. GOV'T CODE § 2274.0101(2) of SB 1226 (87th leg.). Vendor verifies and certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.
23. **CONFLICT OF INTEREST** - In accordance with Section 176.006 of the Texas Local Government Code, Vendor must file a Conflict of Interest Questionnaire with the WISD Business Office.
24. **FEDERAL FUNDS: If the source of funds for this purchase 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).