

TERMS AND CONDITIONS OF PURCHASE ORDER – PEARLAND I.S.D.

INSTRUCTIONS TO VENDOR

This order is subject to the following instructions, terms and conditions of the Pearland Independent School District.

1. Under no circumstances is the amount of this purchase order to be exceeded without prior approval of the Purchasing Director or designee.
2. Our purchase order number must appear on all invoices, delivery memorandum, bill of lading, packages and correspondence.
3. Address all communication (Excluding Invoices) concerning problems with this purchase order to the Purchasing Director, Pearland Independent School District, P O Box 7, Pearland, Texas 77588-0007, (281) 485-3203.

Conditions of Purchase

1. **VALIDATION:** This is a valid order only when the following two conditions have been met: a. A purchase order number appears in the space provided. b. A written or electronic signature of the District's Purchasing Director or designee appears in the space provided.
2. **AUTHORIZATION:** Pearland Independent School District will not be responsible for articles delivered and/or services performed without a specific written purchase order.
3. **ARTICLES OR SERVICE:** Articles to be delivered and/or services to be performed shall be in accordance with the terms, prices, delivery time, specifications, and conditions as recorded on your bid proposal and as itemized on this order. No substitution of articles or change of any nature shall be made without the authorization of the Purchasing Director or designee. If you cannot fill this order as specified, please notify the Purchasing Director in writing.
4. **PRICE CHANGES:** The district accepts your bid as recorded on your bid proposal and on this order but reserves the right to cancel the order if the prices are to be increased prior to the delivery of articles or the completion of services. Therefore, do not fill this order at increased prices without authorization from the Purchasing Director or representative. No separate charges, except those clearly recorded on your bid proposal and on this order can or will be allowed.
5. **TAXES:** The District is exempt from the payment of (1) federal excise taxes, (2) federal transportation taxes, (3) Texas State or Local sales taxes. If it is determined that the prices quoted are recorded on this order or the invoice rendered include any such taxes, the amount of the taxes will be deducted from the total of the invoice. Tax exemption number is 1-74-6001854-6.
6. **WARRANTY, GUARANTEE, LAWS AND REGULATIONS:** By accepting this order, you hereby in addition to the guarantees and warranties provided by law expressly guarantee and warrant as follows:
 - a. Warrant that the articles to be delivered hereunder will be in full conformity with the specifications or with the approved sample submitted and agree that this warranty shall survive acceptance of delivery and payment for the articles and that you will bear the cost of inspecting and/or testing articles rejected.
 - b. Guarantee and agree that the articles to be delivered hereunder will not infringe on any valid patent, trade mark, trade name, or copyright and that you will, at your own expense, defend any and all actions or suits charging such infringement and will save the District, its agents and employees, harmless in case of any such action or suit.
 - c. Warrant that the articles 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.
 - d. That nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of the District.
7. **TRANSPORTATION:** All shipments are to be made "F.O.B. Destination, Freight Prepaid", unless otherwise specified on your bid proposal and on this purchase order. When articles are sold "F.O.B. Point of Origin" and the District's purchase order so confirms. Please pre-pay shipping charges and record prepaid charges as a separate item on the invoice. It is understood that title of the merchandise appearing on this order will not pass until merchandise is accepted at the delivery destination.
8. **INSPECTION, REJECTION, AND EXCESS SHIPMENT:** In addition to other rights provided by law the District 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 filled 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 his risk and may in either event charge the vendor with the cost of shipping, unpacking, inspecting, repackaging, reshipping, and other like expense.
9. **DELIVERY TO A SCHOOL BUILDING:** When a delivery is to be made direct to a school building (a) 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 and (b) such delivery shall be made and articles shall be placed inside the school building in the room or rooms to be designated at no additional charge. It is important that vendors understand the DISTRICT CANNOT AND WILL NOT ACCEPT TAIL-GATE DELIVERY AT A SCHOOL ENTRANCE UNLESS Specified OTHERWISE ON THIS ORDER.
10. **INVOICES:** To be submitted in duplicate only for items that have been shipped or services that have been rendered. Invoices without reference to this purchase order number and listing items or services other than those shown on this order will not be paid. All items must be shipped at one time, no partial payments allowed. Please note if a back order is shipped the invoice will not be set up for partial payment of the purchase order and the net thirty days will start from the time all items on the purchase order have been received or a proper invoice, whichever is later.
11. **PAYMENTS:** No partial payments on purchase orders will be allowed unless prior arrangements had been made with the Purchasing Director or noted on bid document. Please note if a back order is shipped, the invoice will not be set up for payment until all items on the purchase order have been received and invoiced. Upon receipt of a properly executed invoice and verification of delivery from the consignee, payment will be processed for items or service delivered.
12. All unshipped items on this order will automatically be cancelled sixty days after date of order unless prior approval by the Purchasing Director has been obtained. The date of the order is indicated by the Purchasing Director's signature. Shipments initiated after such date will not be accepted.
13. In accordance with Article 6252-16 of the State of Texas statutes, the Pearland Independent School District does not discriminate against individuals or companies with respect to race, religion, color, sex, handicap, or national origin in the awarding of bids.
14. Pursuant to Texas H.B. No. 914 and in accordance with Chapter 176 of the Texas Local Government Code, Section 176.006 Vendors must file on an annual basis a Conflict of Interest Questionnaire with the Pearland ISD Records Administrator. Conflict of Interest Questionnaire and instructions can be found on our website at www.pearlandisd.org and completed forms can be mailed to the Purchasing Office.