



Richardson Independent School District

TERMS AND CONDITIONS

June 2010

1. DEFINITIONS.

- a. "Contract" means this purchase order and any specifications attached hereto, referred to herein, or included in any Request for Bids, Request for Proposals, and/or Request for Catalogue Offers pursuant to which this purchase order is issued.
- b. "School District" means the Richardson Independent School District.
- c. "Order" means this purchase order.
- d. "Vendor" means the person, firm or corporation undertaking to deliver any goods under this Contract.

2. MODIFICATIONS.

No changes or modifications in this Contract or the Order shall be made except upon the written approval of the Director of Purchasing for the School District. Specifically, and without limitation as to any other modifications and/or changes, all price increases, over shipments or substitutions require the written approval of the Director of Purchasing of the School District. No additional charges of any kind, including charges for boxing, packing, cartage, or other extras will be allowed unless specifically agreed to in writing in advance by the School District. The specific quantity ordered must be delivered in full and not be changed without the School District's consent in writing. Any unauthorized quantity is subject to School District's rejection and return at Vendor's expense. Any additional or different terms and conditions proposed by the Vendor are rejected unless expressly accepted in writing by the Director of Purchasing for the School District.

3. INVOICES & PAYMENTS

- a. Vendor shall submit separate invoices, in duplicate, on each purchase order or purchase release after each delivery. Invoice shall indicate the purchase order number. Invoices shall be itemized and transportation charges, if any, shall be listed separately. Mail to Richardson Independent School District, Accounts Payable, 970 Security Row, Richardson, Richardson, Texas 75081.
- b. The terms of payment for all invoices submitted to the School district by Vendor shall be in compliance with federal and state law, as well as the School District's local policy.
- c. Vendor is not to include any taxes, federal excise, and state, local or otherwise, in the amount invoiced for the goods delivered pursuant to the Contract. The School District is exempt from sales taxes pursuant to Tax Code, Chapter 151, Subchapter H. The School District will furnish a Tax Exemption Certificate.

4. TITLE & RISK OF LOSS.

The title to the goods and the risk of loss for the goods shall not pass from Vendor to the School district until the School District actually receives and takes possession of the goods at the point of delivery.



5. DELIVERY TERMS & TRANSPORTATION CHARGES. F.O.B. DESTINATION

The District's standard freight terms are prepaid *and allowed* unless delivery terms are specified otherwise in the Contract. No C.O.D. shipments will be accepted. If the goods are not shipped in accordance with the School District's directions and the instructions set out in this Contract, the contracted Vendor shall pay to the School District any excess cost occasioned the School District thereby.

6. APPLICABLE LAW & VENUE.

The Contract shall be governed by the laws of the State of Texas and the Uniform Commercial Code as adopted by the State of Texas and in force on the date of this Contract. Both parties agree that venue in any litigation arising from this Contract shall lie in Dallas County, Texas. Vendor represents that the merchandise covered by the Contract was not manufactured and is not being sold in violation of any federal, state, or local law.

7. MSDS SHEETS

Applicable Material Safety Data Sheets (MSDS) are required with this Order.

8. WARRANTIES

Vendor expressly warrants that all the materials and articles covered by this Contract or other description or specification furnished by the School District will be in exact accordance with such Contract, description or specification and free from defects in materials and/or workmanship, and merchantable. Such warranty shall survive delivery, and shall not be deemed waived either by reason of the School District's acceptance of said materials and articles or by payment for them. Any deviations from this Contract, or said description or specifications furnished hereunder, or any other exceptions or alterations must be approved in writing by the Director of Purchasing for the Richardson Independent School District.

9. CANCELLATION

The School District shall have the right to cancel for default all or any part of the undelivered portion of this Contract, if Vendor breaches any of the terms hereof including warranties of Vendor or if the Vendor becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which the School District may have in law or equity. Additionally, the School District reserves the right to cancel all or any part of the undelivered portion of this Contract, if Vendor does not make deliveries as specified, time being of the essence of this Contract.

10. RIGHT OF INSPECTION

The School District shall have the right to inspect the goods at delivery before accepting them. Defective goods or goods not in accordance with the School District's specifications and/or the Contract will be held for Vendor's instructions at Vendor's risk, and if Vendor so directs, will be returned at Vendor's expense. If inspection discloses that part of the goods received are not in accordance with the School District's specifications, the School District shall have the right to cancel any unshipped portion of the



Order. Payment for goods on this Order prior to inspection shall not constitute acceptance thereof and is without prejudice to any and all claims that the School District may have against Vendor.

11 ASSIGNMENT

Neither this Contract, nor any interest in it or monies payable under it, may be assigned without the School District's written consent. Any assignment made without such consent shall be null and void.

11. GRATUITIES AND OTHER IMPROPER CONSIDERATIONS

- a. The School District may by written notice to the Vendor cancel this contract without liability to Vendor if it is determined by the School district that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by Vendor, or any agent or representative of the Vendor, to any officer or employee of the School District with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this Contract is canceled by the School District pursuant to this provision, the School District shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Vendor in providing such gratuities.
- a. The School District may by written notice to the Vendor cancel this contract without liability to Vendor if it is determined by the School District that this contract was awarded to Vendor based upon any other improper considerations of which the Vendor was aware at the time the Contract was awarded to vendor.

13. INCORPORATION

If bid or quote numbers appear on this Order or if this Contract is issued pursuant to a bid proposal or quote, the terms and conditions of such bid proposal or quote apply to this Contract and are incorporated by reference herein.

14. PATENTS

Vendor warrants the material purchased hereunder does not infringe any letters patent granted by the United States and covenants and agrees to save harmless and protect the School District, its successors, assigns, and employees, against any claim or demand based upon such infringement, and after notice, to appear and defend at its own expense any suits at law or in equity arising there from.

15. TERMINATION

The School District may terminate this Contract for its convenience, in whole or in part, by written or telegraphic notice at any time. If this Contract is terminated for convenience, any claim of Vendor shall be settled on the basis or reasonable costs it has incurred in the performance of this Contract.

16. FORCE MAJUERE & DELAYS

If Vendor fails or refuses to proceed with this Contract, or if Vendor fails to make delivery, or the School District to accept delivery, according to the delivery schedule, the other party may cancel the then remaining balance of this Contract unless the delay is an excusable delay as hereinafter defined. An



excusable delay shall not constitute a default hereunder. The term “excusable delay” as used in this paragraph means any delay in making or accepting deliveries that results without fault or negligence on the part of the party involved and that is due to causes beyond its control including, without being limited to, acts of God or of the public enemy, any preference, priority or allocation order issued by the Government or any other act of the Government, acts of the other party hereto, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a supplier due to such causes. Each party shall promptly notify the other of any such delay and the cause thereof.

17. FAIR LABOR STANDARDS ACT

Vendor, in the performance of this Contract, shall comply with the provisions of the Fair Labor Standards Act of 1938, as amended and all other applicable federal, state and local laws, regulations, rules and ordinances.

18. REMEDIES

No remedy herein provided shall be deemed exclusive of any other remedy allowed by law.