

**ATLANTA ISD**  
**PURCHASE ORDER TERMS AND CONDITIONS**

1. **ACCEPTANCE** – This Purchase Order (“PO”) constitutes a binding contract between the Vendor and Atlanta ISD (AISD) to furnish the goods and/or services specified on the face of the PO or on referenced attachments thereto. Acceptance of the Vendor’s goods and/or services does not constitute acceptance by AISD of any of the terms and conditions or other contractual provisions which may be stated in the Vendor’s documentation or agreements unless otherwise affirmatively agreed in writing by the parties and executed by an authorized official of AISD.
  - a. Under no circumstances is the amount of this purchase order to be exceeded without prior approval of the Assistant Superintendent for Finance 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 Assistant Superintendent for Finance or designee.
  - c. AISD’s purchase order number must appear on all invoices, delivery memoranda, bills of lading, packages, and correspondence.
  - d. Address all communication concerning this purchase order to the Assistant Superintendent for Finance, at the address on the front of the purchase order, or call (903) 796-4194.
2. **AGREEMENT** – This PO and the terms and conditions specified in AISD’s procurement solicitation or cooperative contract (“RFP”) and/or any contract entered into between AISD and Vendor as a consequence of the RFP represent the basis for Vendor to deliver the required goods and/or services. This PO, the RFP, and any contract entered into between AISD and Vendor as a consequence of the RFP 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 AISD’s Assistant Superintendent for Finance or designee appears in the space provided.
3. **PRICES** – AISD 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 AISD has processed the Vendor’s invoice, or until the goods and/or services have been accepted by AISD, whichever is later. Vendor is directed not to fill this PO at increased prices without authorization from the Assistant Superintendent for Finance or designee. No separate charges, except those clearly recorded on Vendor’s bid/proposal and on this PO can or will be allowed unless otherwise agreed by the AISD’s Assistant Superintendent for Finance or designee.
4. **TAX EXEMPT** – AISD is tax-exempt. Vendor shall not include taxes on the invoice. AISD’s Tax Identification Number is 1-75-6000131.
5. **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 AISD for the period of the Manufacturer’s warranty or otherwise agrees to in writing by AISD’s Assistant Superintendent for Finance or designee all services performed by it or its subcontractors and all material used on AISD’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 AISD;
  - b. 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 AISD, its agents and employees, harmless in case of any such action or suit;
  - c. 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
  - d. nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of AISD.
5. **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 shall be in a court of competent jurisdiction located in Cass County, Texas, or if federal court, the Eastern Division of Texas, Marshall.
6. **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 AISD by this PO, AISD 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 AISD if it is determined by AISD, in AISD’s sole discretion, that there are insufficient funds to extend this PO. The parties agree that this PO is a commitment of AISD’s current revenue only.
7. **INSPECTION** – Prior to acceptance of any goods and/or services and continuing for a period of thirty (30) days after AISD’s first use of the goods and/or services, AISD reserves the absolute right to inspect, test, and reject all goods and/or services, in whole or in part, furnished by Vendor, to ensure that they comply with this PO, the RFP, and/or any contract entered into between AISD and Vendor as a consequence of the RFP. This right shall exist even if payment has already been made by AISD to the Vendor. Goods or services which, in the sole opinion of AISD, fail to conform to the required specification(s) or standard(s) may be considered non-conforming.
8. **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 AISD are accepted under a “reservation of AISD’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 AISD shall have the absolute right to reject the goods and/or services, in whole or in part. In the event that AISD does not accept any goods and/or services which have been submitted to AISD, AISD is entitled to any and all remedies that are provided by law. In addition to the UCC allowed contract by contract right of setoff, AISD is entitled to a “party by party” right of set off. AISD is not required to mitigate its damages in order to obtain the relief for any breach of contract remedies available to it. In addition, AISD has the right to do any or all of the following, in AISD’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 AISD’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 AISD thereby;
  - e. to recover by offset or otherwise any and all expenses, costs, price reductions, and damages paid, incurred, or suffered by AISD as a result of the holding, return, replacement, correction, reductions, or rejections of non-conforming goods and/or services; and/or
  - f. to terminate, at will, the PO and/or any contract entered into between AISD and Vendor.

## 9. DELIVERY

- a. All deliveries shall be to the site(s) specified on the purchase order, be freight prepaid, F.O.B. Destination (Atlanta, TX 75551), and pricing shall include all shipping, handling, freight, and/or delivery charges unless otherwise agreed by the parties in writing by the AISD's Assistant Superintendent for Finance or designee. With the exception of shipments to AISD Student Services, 607 Piermont Dr., Atlanta, TX 75551, AISD has no facilities for off-loading deliveries. Unless specifically stated otherwise, all shipments MUST include "inside delivery." 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 AISD's Assistant Superintendent for Finance 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, AISD may, in addition to all other remedies, require Vendor, at Vendor's expense to expedite shipping.
  - b. Delivery shall be made between the hours of 8:30 a.m. and 3:00 p.m., Monday through Friday, except on AISD holidays, which can be found at [www.atlisd.net](http://www.atlisd.net).
  - c. **All unshipped items on this PO will automatically be cancelled ninety (90) days after date of order** unless prior approval by AISD's Assistant Superintendent for Finance has been obtained. Shipments initiated after such date may not be accepted.
10. **PAYMENT TERMS** - Itemized invoices shall be directed to AISD'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 AISD receives the goods; (2) the date the performance of the service is completed; or (3) the date AISD receives an invoice for the goods and/or services.
  11. **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.
  12. **MATERIAL SAFETY DATA SHEETS (MSDS)** - The Federal Government requires that AISD 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.
  13. **PRODUCT RECALL** - Vendor shall notify the AISD's Assistant Superintendent for Finance 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.
  14. **TITLE** - The title to any and all goods, products, merchandise, materials, and/or services that are provided to AISD shall pass to AISD upon acceptance of the good or payment of the applicable invoice, whichever is later.
  15. **NON-WAIVER** - Failure of AISD 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 AISD 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 AISD operate as a waiver of any of the terms hereof.
  16. **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 agreed by AISD and Vendor in writing.
  17. **CERTIFICATIONS** - 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. Vendor further 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 terminating business activities 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.
  18. **CONFLICT OF INTEREST** - In accordance with Section 176.006 of the Texas Local Government Code, Vendor must file, if required under the statute, on an annual basis, a Conflict of Interest Questionnaire with the AISD Assistant Superintendent for Finance. Disclosure of Certain Relationships with Local Government Officials - Local Government Officials are the Superintendent, Board Members or any agent/employee of the District who exercises discretion in the planning, recommending, selection or contracting of a Contractor. Any individual or business entity that contracts or seeks to contract for the sale or purchase of property, goods, or services with Atlanta ISD must file a Conflict of Interest Questionnaire with the District in accordance with Texas Local Government Code Chapter 176, no later than the 7th business day after the recipient becomes aware of facts that require filing. Disclosure is required if:
    - a. The person has an employment or other business relationship with the local government officer or a family member resulting in the officer or family member receiving taxable income more than \$2,500; or
    - b. The person has given the local government officer or family member one or more gifts (excluding food, lodging, transportation, and entertainment) that have an aggregate value of more than \$100 in the twelve-month period preceding the date the officer becomes aware of an executed contract or consideration of the person for contract to do business with the district; or
    - c. The person has a family relationship with a local government officer that is either 3rd degree of consanguinity (blood) or 2nd degree affinity (marriage).
    - d. The local government officer holds an ownership interest of 1% or more in the Contractor's business.This requirement applies to a person who is an agent of a Contractor in the Contractor's business with the District. Forms, failure penalties and additional information are available at [http://www.ethics.state.tx.us/filinginfo/conflict\\_forms.htm](http://www.ethics.state.tx.us/filinginfo/conflict_forms.htm). If the District learns that the Contractor did properly disclose, the district can terminate the Agreement for cause.
  19. **INTERESTED PARTIES DISCLOSURE** - For Agreements that are valued in excess of \$1,000,000 or require an action or vote by the Atlanta ISD Board of Trustees, the Contractor must file a disclosure of interested parties (Form 1295) with the Texas Ethics Commission and provide a copy to the District. Form 1295 must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Contractor with acknowledgment that disclosure is made under oath and under penalty of perjury. The District will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the Contractor. If Form 1295 is required for this Agreement, the District will notify the Contractor. The Texas Ethics Commission Form 1295 process and procedures below are available at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).
  20. **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), Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation

Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15,15a,and 15b; the Americans with Disabilities Act; 2 CFR Ch. II (1–1–15 Edition) § 200.322 Procurement of recovered materials.

21. **COMPLIANCE WITH FEDERAL FUNDS PURCHASES:** In accordance with 2 CFR Part 200, Subpart E, Cost Principles, all purchases made with federal funds, regardless of the method of purchase, must be determined to be:
- Reasonable in cost (comparable to current fair market value)
  - necessary to carry out the objectives of the federal program
  - allowable under the federal cost principles and the terms and conditions of the award
  - allocable (chargeable or assignable) to the grant program based on the relative benefits received.

END OF PO TERMS AND CONDITIONS