



**Sharyland Independent School District
Purchasing Department**

1200 N. Shary Road, Mission TX 78572
Tel. (956) 580-5200 Ext. 1019
Fax (956) 580-5229

Purchase Order Terms & Conditions

1. Acceptance

This Purchase Order ("PO") constitutes a binding contract between the Vendor and Sharyland Independent School District ("SISD"). By accepting this PO, the Vendor agrees to furnish all goods and/or services in accordance with these Terms and Conditions. SISD does not accept or adopt any terms contained in Vendor quotations, invoices, or other documents unless expressly agreed to in writing by SISD.

2. Contract Documents & Order of Precedence

This PO, the solicitation document (BID/RFP/RFQ), and any contract executed between SISD and the Vendor form the entire agreement. In the event of conflict, the following order of precedence applies:

1. The executed contract
2. The solicitation document
3. This Purchase Order

3. Assignment & Subcontracting

Vendor shall not assign, transfer, or subcontract any portion of this PO without prior written approval from SISD. Vendor is responsible for ensuring all subcontractors comply with:

- Texas Education Code 22.0834 (SB 9) fingerprinting and background checks
- All licensing, insurance, and safety requirements
- All federal and state procurement regulations applicable to this PO

4. Cancellation

SISD may cancel this PO, in whole or in part:

- For convenience, with payment limited to goods received and accepted or services performed to date.
- For cause, if Vendor fails to comply with any requirement of this PO. SISD may procure replacement goods/services and charge Vendor for any excess costs.

5. Certifications

Vendor certifies that:

- It is not listed on the Texas Comptroller's list of companies engaged with Foreign Terrorist Organizations.
- It does not boycott Israel as required by Texas Government Code 2271, if applicable (contracts >= \$100,000 and companies with >= 10 employees).
- It is not debarred or suspended under SAM.gov.
- It is not delinquent in child support under Tex. Fam. Code § 231.006.

6. Compliance With Laws

Vendor shall comply with all applicable federal, state, and local laws, including:

- Texas Education Code 44.031
- Texas Government Code 2251 (Prompt Payment Act)
- Texas Government Code 2269 (if applicable to construction)
- SB 9 / DPS FACT Clearinghouse requirements
- OSHA and Texas Hazard Communication Act
- All licensing and permitting requirements
- Vendor must maintain all required certifications and permits for the duration of the PO.

7. Delivery

Unless otherwise stated, delivery is F.O.B. Destination, freight prepaid. Vendor must meet all delivery dates and notify SISD immediately of any anticipated delay. SISD may require expedited shipping at Vendor's expenses if necessary to avoid delay.

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8. Governing Law & Venue

This PO is governed by Texas law. Venue for any dispute lies exclusively in Hidalgo County, Texas.

9. Indemnification

Vendor shall indemnify and hold harmless SISD, its Board, employees, and agents from all claims, damages, losses, and expenses arising from Vendor's performance. This obligation survives completion and payment.

10. Insurance

Vendor shall maintain insurance coverage meeting the minimum requirements stated in the solicitation or contract. Proof of insurance must be provided upon request.

11. Inspection & Acceptance

SISD may inspect and test goods/services before or after acceptance and may reject non-conforming items. Payment does not constitute acceptance. SISD may:

- Reject goods/services
- Require correction or replacement
- Accept with equitable price reduction
- Correct defects and charge Vendor
- Terminate the PO

12. Non-Conformance

Vendor is responsible for all costs associated with non-conforming goods/services, including return freight, replacement, and administrative costs.

13. No Substitution

No substitutions are permitted without prior written approval from SISD.

14. Payment Terms

Payments are made in accordance with the Texas Prompt Payment Act - within 45 days after the later of:

- Receipt of goods
- Completion of services
- Receipt of invoice

Invoices must be itemized and submitted to SISD Accounts Payable.

15. Performance

Vendor shall use best efforts to perform all obligations diligently, professionally, and in accordance with industry standards.

16. Pricing

Prices stated on the PO are firm. Price increases require written approval from SISD.

17. Product Recall

Vendor must immediately notify SISD of any recall affecting goods delivered under this PO and must bear all associated costs.

18. Quantities

Vendor shall deliver only the quantities specified. SISD may keep or return excess quantities at Vendor's expense.

19. Quality

All goods must be new, unused, and free from defects. All services must meet the standards specified in the PO or solicitation.

20. Safety

Vendor shall comply with OSHA, SISD safety rules, and all applicable safety regulations. Material Safety Data Sheets (MSDS/SDS) must accompany applicable products.

21. Setoffs & Retainage

SISD may offset any amounts owed to Vendor against any amounts Vendor owes SISD. SISD may withhold retainage when applicable by law or contract.

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22. Taxes

SISD is tax-exempt. Vendor shall not charge sales tax.

23. Title & Risk of Loss

Title and risk of loss pass to SISD upon acceptance of goods or payment, whichever occurs later.

24. Warranty

Vendor warrants that goods and services:

- Are free from defects
- Conform to all specifications
- Are suitable for intended purposes
- Are free of liens

Warranty period is one (1) year from acceptance unless otherwise stated.

25. Cybersecurity & Data Privacy

If Vendor provides software, online services, or handles SISD data, Vendor shall:

- Comply with FERPA, COPPA, and Texas student data privacy laws
- Implement commercially reasonable cybersecurity safeguards
- Report any data breach to SISD within 48 hours
- Use SISD data only for purposes of performing this PO

26. No Damages for Delay

Vendor agrees that SISD shall not be liable for consequential, special, or delay damages. Vendor's sole remedy for delay caused by SISD is a reasonable extension of time.

27. Federal Funds (If Applicable)

When federal funds are used, Vendor shall comply with:

- 2 CFR Part 200 (EDGAR)
- Davis-Bacon Act
- Copeland Anti-Kickback Act
- Contract Work Hours and Safety Standards Act
- Byrd Anti-Lobbying Amendment
- Clean Air Act & Clean Water Act
- Debarment and Suspension requirements
- 2 CFR 200.321 (small/minority/women-owned business utilization)