



## Purchase Order Terms and Conditions

<p><b>Acceptance Entire Agreement</b></p>	<p>Any acceptance of this Purchase Order and any amendments is limited to acceptance of the express terms of the offer contained in this Purchase Order Terms and Conditions and any amendments. Any proposal for additional or different terms or any attempt by Vendor to vary in any degree any of the terms of this offer by Vendor's acceptance is hereby objected to and rejected. Such proposal will not operate as a rejection of this offer unless such variances are deemed a material alteration in the terms of the description, quantity, price, or delivery schedule of goods or services and this offer will be deemed accepted by the Vendor without additional or differing terms.</p> <p>These terms may be modified only by a written document signed by duly authorized representatives of FWHS and Vendor.</p>
<p><b>Price</b></p>	<p>Vendor warrants that the price of the goods or services sold to FWHS are not less favorable than those currently extended to any other customer for the same or similar goods or services in similar quantities. In the event Vendor reduces its price for such goods or services, during the term of this order, Vendor agrees to reduce the prices for FWHS purchase orders. Vendor agrees not to perform and waives any and all claims of payment for goods, work, materials or services which would result in billings beyond the total of this Purchase Order without prior written amendment of this Purchase Order authorizing the additional goods, work, materials or services. Vendor recognizes an affirmative duty to monitor its performance and billings to ensure that the requirements of the is Purchase Order are completed within the total price of this Purchase Order.</p>
<p><b>Compliance With All Laws</b></p>	<p>The Vendor will comply with all applicable provisions of Federal, State, and local laws statutes, rules and regulations including, but not limited to 2 CFR 200.317-327, as revised or amended. This Purchase Order will be governed by the laws of the state of Texas.</p>
<p><b>Shipment</b></p>	<p>If it becomes necessary for Vendor to ship by a more expensive method than specified in this Purchase Order, any increased transportation costs resulting therefrom will be paid by Vendor at its expense, unless the necessity for such rerouting or expedited handling has been caused by FWHS or Vendor receives prior written approval from FWHS.</p>
<p><b>Delivery</b></p>	<p>Time is of the essence of this Purchase Order. If delivery of items or rendering of services is not completed by the time promised, FWHS reserves the right without liability, in addition to its other rights and remedies, to terminate this Purchase Order by notice effective when received by Vendor as to items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Vendor any loss incurred. FWHS will not be responsible for any materials nor bear the risk of loss or damage until the materials are delivered to the designated destination and signature of receipt is obtained from the appropriate contact person.</p>
<p><b>Packaging</b></p>	<p>Materials will be placed in substantial commercial containers (200 lbs. Test corrugated cartons greylord, or crated) of the type, size and kind commonly used for the purpose. Where feasible, all shipments will be shrink wrapped or banded on new 4' x 4' four-way pallets to ensure acceptance and safe delivery at no additional cost to FWHS. Each carton, greylord or crate will be marked with the name of the Vendor, the Purchase Order number and release number, description of the material, the quantity of each item contained therein, and manufacturer or model number.</p> <p>The Vendor will provide a detailed packing list for each shipment. Each packing slip will include at a minimum the following:</p> <ul style="list-style-type: none"> <li>A. Vendor Name</li> <li>B. The Purchase Order number</li> <li>C. The SKU or part number</li> <li>D. The quantity of each item shipped</li> <li>E. D. A brief description of each line item shipped</li> </ul> <p>Suppliers of materials identified as "hazardous" by the Texas Department of State Health Services must provide</p>



	FWHS the Material Safety Data Sheets (MSDS) or equivalent, as required by the Hazard Communication Act, Section 502.
<b>Warranties</b>	Vendor warrants that all goods or services furnished under this Purchase Order will be merchantable, and free from any defects in workmanship or material. If Vendor has been informed of the use of the products, Vendor also warrants that the items furnished are suitable and approved for each such use in conformance with the specifications and approvable law. Vendors will identify and hold harmless FWHS from any breach of warranty, and no limitations on FWHS remedies in Vendor's Documents will operate to reduce this indemnification or other remedy. Vendor will extend all warranties it receives from its suppliers to FWHS, Vendor's warranty will extend to FWHS customers. This warranty is in addition to all warranties applicable under the law. Vendor acknowledges it is an independent contractor.
<b>Inspection and Acceptance</b>	All goods and other materials under this Purchase Order will be subject to inspection and acceptance after delivery. Goods failing to meet the requirements of this Purchase Order will be held at Vendor's risk and may be returned at Vendor's expense. FWHS reserves the right to cancel all or any part of this order if not filled as specified. Final acceptance or rejection of the goods or services will be made as promptly as practical after delivery except as otherwise provided in this Purchase Order, but failure to inspect and accept or reject goods or services or failure to detect defects by inspection, will neither relieve Vendor from responsibility for such goods or services as are not in accordance with this Purchase Order nor impose liabilities on FWHS. FWHS's payment for the goods will not constitute its acceptance of the goods. Goods rejected and goods supplied in excess of quantities ordered may be returned to the Vendor at Vendor's expense. If any of the goods or services are found at any time to be defective in material or workmanship, or otherwise not in conformity with the requirements of this Purchase Order, including any applicable drawings and specifications, then FWHS, in addition to such other rights and remedies it may have by contract or by law or equity, at its sole discretion may reject and return such goods at Vendor's expense, require Vendor to inspect the goods and remove nonconforming goods and/or require Vendor to replace nonconforming goods or services with conforming goods or services. If Vendor fails to make the necessary inspection, removal, and replacement in a time and manner satisfactory to FWHS, FWHS may at its option inspect and sort the goods at Vendor expense.
<b>Indemnification</b>	Vendor agrees to protect, defend, indemnify, keep, save and hold FWHS, its officials, employees and agents harmless from and against any and all liabilities, losses, penalties damages, settlements, environmental liability, costs, charges, professional fees (including attorney's fees) or other expenses or liabilities of any kind, nature and character (collectively "claims") in connection with or arising directly or indirectly out of this Purchase Order and/or the negligence, acts or omissions of the Vendor, officers, agents, employees, and subcontractors including, but not limited to the enforcement of this indemnification provision.
<b>Insurance</b>	Prior to the performance of services, Vendor will procure and maintain at all times, at Vendor's own expense, the types of insurance specified on this Purchase Order or in the solicitation that preceded this Purchase Order. The insurance carriers used by the Vendor must be authorized to do business in the State of Texas.
<b>Termination of Agreement</b>	As required by 2 CFR 200.317-327, FWHS may terminate all or any portion of this Purchase Order for its convenience, at any time by notice in writing to the Vendor when the Purchase Order is deemed to be no longer in the best interest of FWHS. FWHS may also terminate this Purchase Order for cause in the event of default by Vendor. In such event, FWHS will not be liable to Vendor for any amounts, and Vendor will be liable for, and will hold FWHS harmless from, any damages occasioned by Vendor's breach or default. In addition, FWHS will be entitled to any and all other remedies available at law or equity. If it should be determined that FWHS has improperly terminated this Purchase Order for default, such termination will be deemed to be for the convenience of FWHS.
<b>FWHS Liability Limitation</b>	In no event will FWHS be liable for anticipated or consequential damages. FWHS's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this Purchase Order or from the performance or breach thereof will in no case exceed the price allocable to the goods or services which gives rise to claim. Any action resulting from any breach on the part of FWHS as to the goods or services delivered under this Purchase Order must be commenced within one year after the cause of action has accrued.



<b>Copyright and Patents</b>	To the extent applicable, FWHS reserves an exclusive, perpetual and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, for FWHS or HUD purposes, including but not limited to, commercial exploitation: (a) the copyright or patent in any work developed or discovered in the performance of Services under this Purchase Order, and (b) any rights of copyright or patent to which the Vendor purchases ownership with funds awarded on this Purchase Order for the purpose of meeting the objectives of the Purchase Order.
<b>Audit Requirement</b>	As required by 2 CFR 200.317-327, FWHS retains an irrevocable right to independently or through a third party, audit Vendor's books and any records pertaining to this Purchase Order and to disallow any inappropriate/inaccurate billings hereunder. The Vendor will maintain records of all transactions under this Purchase Order for three (3) years after the matter is considered complete.
<b>Taxes</b>	The Housing Authority of the City of Fort Worth, Texas dba Fort Worth Housing Solutions, a Municipal Corporation is exempt from payment of Federal Excise Taxes, Federal Transportation Tax and State of Texas Retailers' Occupation Tax. Appropriate exemption certificates will be furnished upon request.
<b>Conflicts</b>	The Vendor certifies by acceptance of this Purchase Order that no related official during his or her tenure or for one (1) year thereafter will have any interest, direct or indirect, in this Purchase Order or proceeds thereof. The term "related official" means any 1) member, officer, or employee of FWHS, 2) member of the governing body of the locality in which FWHS was activated, 3) member of the governing body of the locality in which the project is located, 4) other public official of such locality who exercises any function or responsibilities with report to project, and 5) member of immediate family of any of the preceding "related officials."
<b>Changes</b>	At all times FWHS will have the right to make changes to this Purchase Order, including changes to drawings, designs, configurations, specifications, quantities, methods of shipment or packing and delivery schedules or location of delivery. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any work under this Purchase Order, an equitable adjustment will be made in the contract price or delivery schedule, or both, and this Purchase Order will be modified in writing accordingly. Nothing in this Section, including any disagreement with Vendor as to any claimed adjustment, will excuse Vendor from proceeding with this Purchase Order as changed. Any claim by the Vendor for adjustment under this Section must be detailed in writing and delivered to FWHS within five (5) days after the date Vendor receives notification of change. Any change will be authorized only by a duly executed amendment to this Purchase Order. Information, such as technical information or guidance provided to Vendor by representatives of FWHS, will not be construed as a change within the meaning of this Section. If Vendor considers that the conduct of any of FWHS's employees has constituted a change under this Purchase Order, Vendor will immediately notify FWHS, in writing, as to the nature of the change and any proposed adjustment, which will then be subject to this Section.
<b>Invoices and Payments</b>	Invoices will be rendered on completion of services or delivery of goods and must contain the Purchase Order Number, item number, description of goods or services, quantities, unit prices, date(s) rendered and total purchase price. Each invoice must refer to one, and only one, purchase order. Payment will be made on the terms of net 30 days from the date of invoice. All claims for money due or to become due from Vendor will be subject to deduction by FWHS for any setoff or counterclaim arising out of this or any other of FWHS's Orders with Vendor.
<b>Default</b>	Time is of the essence of this Order. FWHS may by written notice of default to Vendor (a) terminate all or any part of this Order if Vendor fails to perform, or so fails to make progress as to endanger performance of this Order in accordance with its terms, and does not cure such failure within a period of ten (10) days (or such longer period as FWHS may authorize in writing) after receipt of notice from FWHS specifying such failure; and (b) procure, on such terms as it will deem appropriate, goods or services similar to those so terminated. Vendor will continue performance of this Order to the extent not terminated and will be liable to FWHS for any excess costs for such similar goods or services. As an alternate remedy, and in lieu of termination for default, FWHS, at its sole discretion, may elect to extend the delivery schedule and/or waive other deficiencies in Vendor's performance, in which case an equitable reduction in the Order price will be negotiated. If Vendor for any reason anticipates difficulty in complying with the required delivery date, or in meeting any of the other requirements of this Order, Vendor will promptly notify FWHS in writing. If Vendor does not comply with FWHS's delivery schedule, FWHS may require delivery by fastest way and charges resulting from the premium transportation must be fully prepaid and absorbed by Vendor. The rights and remedies of FWHS provided in these Purchase



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	Order Terms and Conditions will not be exclusive and are in addition to any other rights and remedies provided by the Uniform Commercial Code, by law, at equity or under this Order.
<b>Entire Agreement</b>	This Purchase Order contains the entire agreement of the parties with respect to subject matter hereof and supersedes all previous agreements and understandings between the parties with respect to its subject matter. These Terms and Conditions will prevail and be to the exclusion of any terms and conditions proposed by Vendor in any Purchase Order, acknowledgement, or any other document.