



Jenks Public Schools

STANDARD TERMS AND CONDITIONS:

INVITATION TO BID, REQUESTS FOR QUOTATION, PURCHASE ORDER, and CONTRACTS

The following provisions will be made a part of the Purchase Order contract, and Vendor by acceptance of an order agrees thereto:

1. Detailed invoices in duplicate, plainly marked with our purchase order number, are to be mailed to: Jenks Public Schools, Accounts Payable Department, 205 East B Street, Jenks, OK 74037-3900. All accounts are paid by remittance by mail.
2. No alteration in any of the terms, conditions, delivery, price, quality, quantities or specifications of this purchase order will be effective without prior consent of the Purchasing Department.
3. No charges will be allowed for packing, wrapping, bags, containers, reels, etc., unless otherwise specified.
4. Jenks Public Schools reserves the right to cancel any unshipped portion of this purchase order. Time of delivery is part of the essence of this contract and the purchase order is subject to cancellation for failure to deliver on time.
5. For any exception to the delivery date as specified on the purchase order, the Vendor shall give prior notification and obtain approval thereto from the Purchasing Department.
6. Unless otherwise specified in this Purchase Order, deliveries shall be shipped F.O.B. Jenks, Oklahoma, freight prepaid and included within the price quoted. Unit cost items shall not include sales tax or cost of freight. Freight charges on unit cost items will be added as a separate charge on Vendor's invoice. Unless otherwise agreed or specified in this Purchase Order, freight shall be by lowest available means.
7. Materials are purchases and shall be received subject to Jenks Public Schools' inspection and approval or rejection. Defective materials or materials found not to meet specifications will be held for Vendor's instruction and at Vendor's risk and expense. If directed by Vendor, materials will be returned at Vendor's expense. Payment for materials, services or installation prior to inspection shall not constitute acceptance nor will acceptance waive any claim for latent defects.
8. The Purchase Order number **MUST** appear on all invoices, packing lists, packages, shipping notices, instruction manuals and any correspondence.
9. Memorandum (Packing List) of contents shall be enclosed in each box or package.
10. The vendor agrees to indemnify, defend and hold Jenks Public Schools harmless from and against all claims for patent, trademark, copyright or franchise infringement arising from the purchase, installation, or use of the material ordered on this contract, and to assume all expense and damage arising for such claims.
11. If price is not stated on this purchase order, it is agreed that the goods shall be billed at the price last quoted or paid, or the prevailing market price, whichever is lower.
12. It is agreed that the waiver or acceptance of any breach of any of the terms of this purchase order shall not operate to relieve the Vendor of the responsibility hereunder for any prior or subsequent breach.
13. Attached lists of materials, specifications or drawings shall form a part of this purchase order where reference is made thereto.
14. The Vendor warrants articles supplied under this contract to conform to specifications herein, to be fit and sufficient for the purpose manufactured, merchantable, of good material and workmanship, and free of defect.



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STANDARD TERMS AND CONDITIONS Continued: INVITATION TO BID, REQUESTS FOR QUOTATION, PURCHASE ORDER, and CONTRACTS

15. Payment terms are no less than 30 days unless expressly negotiated and agreed to by Jenks Public Schools in advance. Cash discount period on all invoices shall commence on the date which the correctly completed vouchers or shipments are received by Jenks Public Schools, whichever is later. Only complete purchase orders will be paid. If an adjustment or damage occurs on a shipment subject to cash discount, discount will be taken effective on date final approval for payment is authorized.

16. Unless otherwise noted all products will be delivered to: Jenks Public Schools Warehouse, 2065 N. Elm St., Jenks, OK 74037. All deliveries must be made inside the building at the receiving location. Jenks Public Schools Warehouse accepts deliveries Monday – Friday, 7:00 am – 3:00 pm except on observed federal holidays. Contact Jeff Olive at 918-299-4415 ext 5721 or via email at jeff.olive@jenksps.org for a delivery time.

17. Jenks Public Schools is tax exempt. If you require a copy of the Oklahoma Sales Tax Exemption Permit, please contact Mary Bell at mary.bell@jenksps.org.

18. Vendor, by accepting this purchase order, warrants and represents that the goods, wares or merchandise ordered herein are free and clear from all claims and liens of any nature whatsoever.

19. Neither party to this contract may assign any portion of this agreement without the prior written consent of the other party.

20. Special brands, when named, are to indicate the standard quality and performance of use desired. Bids on your equal will be considered provided you specify brand, model and the necessary descriptive literature. In the event the Jenks Public School District elects to contract for an alternate purported to be an equal by the bidder, the acceptance of the item will be conditioned on Jenks Public Schools inspection and testing after receipt. If, in the sole judgment of Jenks Public Schools, the item is determined not to be an equal, the material shall be returned at the vendor's expense and the contract cancelled. Substituted, discontinued, deleted or cancelled items **must** be clearly indicated as such in all correspondence.

21. Vendor, by accepting this purchase order, warrants that supplying or invoicing company **“are not”** presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (defined **as not** being eligible to receive federal funds) by any federal department or agency.

22. Shipments of hazardous materials shall comply with all Federal and State regulations. In addition the shipment of any hazardous material be accompanied by a current Material Safety Data Sheet (MSDS) and be provided to an on-site Jenks Public School District representative.

23. These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Oklahoma, without regard to conflicts of laws rules.

Effective: October 5, 2009