



IDEA Headquarters
2115 W. Pike Boulevard
Weslaco, Texas 78596

IDEA Public Schools Purchase Order Standard Terms and Conditions

Herein, IDEA Public Schools provides to the Vendor receiving and accepting a properly approved and valid purchase order these binding and non-negotiable Purchase Order Standard Terms and Conditions.

Sec. 1. Definitions.

Agreement. The agreement shall include either a duly authorized and executed agreement or contract or may also consist of the formal solicitation (e.g., request for proposals or similar request/invitation materials), the response to the formal solicitation, and these Purchase Order Standard Terms and Conditions which together shall constitute the binding Agreement or contract. The Agreement shall govern and control the business arrangement or transaction between IDEA and the Vendor and under which IDEA issues a PO.

IDEA. IDEA Public Schools is a nonprofit corporation and open-enrollment charter school organized and existing under the laws of the State of Texas.

PO. A properly approved, issued, and valid Purchase Order. A Purchase Order is properly approved if signed by an authorized signatory and is valid if it includes an identification number assigned by IDEA on its face. It is properly issued once it is transmitted to the Vendor after being approved.

PO Terms. This document contains IDEA's Purchase Order Standard Terms and Conditions.

Vendor. Natural person or legal entity that provides goods and/or services for IDEA. A Vendor includes, but is not limited to, dealers, licensors (and sublicensors), suppliers, manufacturers, professional service providers, other service providers (including consultants and Contractors), resellers, retailers, and suppliers.

Sec. 2. Controlling Terms and Conditions.

If the PO is issued under a formal Contract or Agreement approved by IDEA and its legal counsel, the formal Contract or Agreement's Terms and Conditions shall govern and control in the event that the PO Terms conflict with the Contract or Agreement's Terms and Conditions. If the PO is issued without a formal Contract or Agreement then the PO Terms, as well as IDEA's solicitation request, shall control over any other terms or conditions. Unless agreed to beforehand, as evidenced by a fully executed Contract, in no event shall a Vendor's separately issued contract and related terms and conditions prevail over the Agreement's Terms and Conditions or the PO



Terms. This shall apply notwithstanding any terms in a Vendor's separately issued contract even if it is later signed and that attempts to state it controls over any prior agreement.

Sec. 3. Standard Terms and Conditions.

Acceptance. Any Vendor doing business with IDEA shall agree to the PO Terms as a condition of receiving, accepting, and fulfilling the PO and subsequently demanding or receiving payment through the Vendor's invoice, regardless of the type of good and/or service, the audience to be served by the good and/or service, or funding source of the good and/or service.

Amendment. The PO may be amended at any time during the term of the PO by written mutual agreement of the parties.

Assignment. PO may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Vendor/Contractor without the prior written approval of IDEA. The Vendor shall not assign any rights, including rights to money due or to become due from fulfilling the PO. The Vendor is required to notify IDEA when any material change in operations occurs, including but not limited to, changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change.

Background Checks

All Contractors that will have continuing duties related to the contracted services and have or will have an opportunity for direct contact with students "in person" or "virtually" fall within the definition of a "covered employee" and are required to adhere to Vendor background check requirements in accordance with Texas Education Code § 22.0834. Covered employees or Subcontractors of a Vendor with disqualifying criminal histories are prohibited from providing goods and/or services to IDEA. Vendors may also be required to provide a list of personnel who will be assigned to do the work. When requested, this information must be furnished within 48 hours and shall apply to any new personnel due to employee turnover. The Vendor shall cooperate with IDEA to ensure that all employees and Subcontractors assigned to work under a contract and/or PO has successfully passed a criminal background check prior to assignment. Any person or persons not acceptable to IDEA shall be prohibited from working on the Agreement. IDEA reserves the right to refuse entry onto its school grounds to any individual whose background check does not meet the requirements established by IDEA pursuant to Texas law. Vendor shall provide certification that all of its personnel are eligible and that required background checks have been conducted as required by law.

If Vendor requires IDEA's assistance in running the required background checks,

- IDEA will provide access to its LEA Fast Pass to Provider in the event that Contractor and/or any of Contractor's employees is a "covered employee" under TEC § 22.0834, provided that Contractor provides IDEA with sufficient documentation needed for IDEA to facilitate a national criminal history record information search through the DPS Clearinghouse.
- IDEA will obtain national criminal history information review reports through the DPS Clearinghouse for the Contractor and/or any of the Contractor's employees that is a covered employees and will notify the Contractor if the Contractor and/or any of the Contractor's employees have a disqualifying criminal history; provided, however, that IDEA *will not* provide DPS Clearinghouse results to Contractor.
- The Contractor will be responsible for paying the fees directly associated with IDEA's processing through the LEA Fast Pass.

Binding Contract. Subject to approval from IDEA's Board of Directors where required by law, any PO issued in the absence of an agreed upon and fully executed contract constitutes a binding contract between the Vendor and IDEA to furnish the goods and/or services as stated on the face of the PO. Under no circumstances is the amount of that PO to be exceeded without IDEA's prior written approval. 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 PO and corresponding Agreement will be recognized unless authorized in writing by IDEA. Acceptance of the Vendor's goods and/or services does not equal acceptance of any of the Vendor's terms and conditions or other contractual provisions or waiver of any rights, warranties, claims, or nonconformance, regardless of whether that may be stated in the Vendor's documentation, invoices, or agreements.

Cancellation. IDEA reserves the right to cancel all or any part of the undelivered portion of the PO upon issuance of written notice to the Vendor, without liability, for delay or nonperformance by the Vendor, or if it is deemed in IDEA's best interest, for convenience.

Compliance with Applicable Law. To the extent applicable, Vendor shall fully comply with all provisions and reauthorizations of applicable state and federal law, including but not limited to the Texas Education Code, the Texas Administrative Code, the Elementary and Secondary Education Act (ESEA), the Individuals with Disabilities Education Act (IDEA), and the Family Educational Rights and Privacy Act (FERPA). The Vendor shall also fully comply with the policies of IDEA's Board. IDEA's Board Policies can be accessed at: <https://ideapublicschools.org/our-story/national-board-of-directors/>.



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Conflict of Interest. In accordance with section 176.006 of the Texas Local Government Code, Vendor must file, on an annual basis, a Conflict-of-Interest Questionnaire (Form CIQ) with IDEA. The Texas Ethics Commission Form CIQ and the related instructions can be found on the Texas Ethics Commission website at <https://www.ethics.state.tx.us/forms/conflict>. Vendor shall also comply with all prohibitions on gifts or benefits, and disclosure of same, under Chapter 176 of the Texas Local Government Code, and other applicable laws including federal and state “related party” laws and restrictions, nepotism laws, penal code prohibitions, and other applicable law and rule. Any violation or failure to disclose any conflicts of interest shall be grounds for IDEA to take action as permitted by law including termination of any agreement or PO, declaring any agreement or PO void, or other action IDEA determines to be in its best interest.

Contractual Relationship. Nothing herein shall be construed as creating the relationship of employer or employee between IDEA and the Vendor or between IDEA and the Vendor’s employees. IDEA shall not be subject to any obligation or liabilities of Vendor, or its employees, incurred in the performance of the PO unless otherwise herein authorized. Neither the Vendor nor its employees shall be entitled to any of the benefits established for IDEA’s employees, nor be covered by IDEA’s Workers’ Compensation Program.

Confidentiality- Name or Information Use: Vendor, and any person acting on its behalf or affiliated with the Vendor, shall not use IDEA’s name, trademarks, logos, or other information in any public manner or media (including, but not limited to press releases, promotions, advertisements, solicitations, website, blog, video, or social media) without prior written approval of IDEA. Written authorization may be refused or granted at IDEA’s sole discretion.

Debarment and Suspension. Neither Vendor nor any of its officers, directors, owners, members, employees, or agents is listed on the General Services Administration’s List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O 12549 and E.O. 12689—Debarment and Suspension. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and Vendors declared ineligible under statutory or regulatory authority other than E.O. 12549. If the Vendor or any of its personnel identified is Debarred or Suspended, they must provide immediate notice to IDEA, and IDEA may thereafter suspend or terminate the Agreement as it deems appropriate.





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Delivery of Goods. Vendor shall deliver complete orders unless previously informed to and accepted by IDEA. Any deliveries not made in full are subject to a delay of payment by IDEA. Unless due to an error by IDEA, items shipped to the incorrect location by the Vendor will be the responsibility of the Vendor to correct including charges to ship the items to the correct location. A packing slip referencing the PO is required with each shipment and must provide a description of the goods conforming with the Uniform Freight Classification of Carrier Tariffs and not by trade or technical name. All deliveries are to be properly packaged and shipped to prevent damage or degradation in accordance with the Uniform Freight Classification Rules and Regulations and Carrier Tariffs. Unless set forth in the PO, IDEA shall not pay any charges or fees for properly packaging and shipping goods. IDEA shall only pay for shipping costs for goods on back order at the rate which would have been applicable had the complete order been shipped at one time. The Vendor shall cover all excess costs. The Vendor shall make all deliveries to an IDEA campus between the hours of 8:30 a.m. and 3:00 p.m., Monday through Friday, except on school holidays.

Federal Funding. If the source of funds for this purchase is federal, Vendor shall abide by the provisions set forth in 2 CFR 200.326 and Appendix II to 2 CFR 200, as applicable.

Force Majeure. Neither party shall be liable for any delay or failure in performance due to acts of nature, labor disputes, changes in law, riots, war, fire, epidemics, disruption of utility services, or other similar occurrences that are beyond its reasonable control. However, to avail itself of such excuse, the party must act diligently to remedy the cause of and to mitigate the impact of the delay or failure.

Formation and Good Standing. The Vendor represents and warrants that it is legally formed, validly existing, and/or registered to conduct business in Texas, and to the extent applicable, in good standing under the laws of Texas and of the state of its formation. The Vendor represents and warrants that it is duly qualified and registered to do business in Texas with the Texas Secretary of State and the Texas Comptroller of Public Accounts and understands that remaining in good standing with Texas is a condition of the PO.

Funding. For the PO, IDEA shall encumber sufficient funds, as appropriated by IDEA's Board of Directors for the fiscal year during which the PO is issued. In no event shall IDEA carry forward the encumbrance into the subsequent fiscal year.



Gratuities. IDEA may, by written notice to Vendor, cancel the PO without liability to IDEA if IDEA determines that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Vendor (or any agent or representative of Vendor) to any director, officer or employee of IDEA (or to any family member of an IDEA employee, officer or director within the third-degree by affinity or consanguinity under Texas law), unless there is an express written statutory exception for same, or the gift is a documented donation to IDEA. In the event the PO is canceled by IDEA pursuant to this section, IDEA shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount or the cost incurred by Vendor in providing such impermissible gratuities.

Indemnification: VENDOR WILL INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS IDEA AND ITS BOARD, OFFICERS, AND REPRESENTATIVES (COLLECTIVELY THE "IDEA INDEMNITEES") IN THEIR OFFICIAL AND INDIVIDUAL CAPACITIES FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING, OR SETTLING ANY OF THE FOREGOING BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM VENDOR'S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY ACT OR OMISSION, INCLUDING ANY NEGLIGENT ACT, NEGLIGENT OMISSION, OR WILLFUL MISCONDUCT OF VENDOR, ANYONE DIRECTLY EMPLOYED BY VENDOR, OR ANYONE FOR WHOSE ACTS VENDOR MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY IDEA INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE. VENDOR'S OBLIGATIONS CONTAINED IN THIS SECTION SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT AND CONTINUE ON INDEFINITELY AND CANNOT BE WAIVED OR VARIED.

Ineligibility for Nonpayment of Child Support. Pursuant to Texas Family Code § 231.006(d), regarding child support, Vendor certifies that it is not ineligible to receive the compensation specified in this PO and acknowledges that this PO may be terminated, and payment may be withheld if this certification is inaccurate.

Inspection. Prior to acceptance of any goods and /or services continuing for a period of thirty (30) days after IDEA’s first use of the goods and/or services, IDEA 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 the PO. This right shall exist even if payment has already been made by IDEA to the Vendor. Goods or services which, in the sole opinion of IDEA, fail to conform to the required specification(s) or standard(s) may be considered non-conforming. In such event that goods and/or services are considered non-conforming, IDEA may return such goods and/or services 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. IDEA may also accept the non-conforming goods and/or services subject to an equitable price reduction if mutually agreed to among the parties.

Insurance

- a) Vendor shall be required to carry insurance protection sufficient to meet all the liabilities that are mentioned herein and that meet the minimum insurance requirements outlined in the procurement solicitation and/or any contract entered into between IDEA and Vendor as a consequence of the PO. Vendor shall keep in full force and effect such insurance as will adequately protect IDEA against any and all claims, damage, expenses, liabilities, and losses, including automotive liability insurance, commercial general liability insurance, cyber liability, products liability insurance, intellectual property infringement, employment practices liability, and Workers’ Compensation insurance. Insurance shall not go below the following minimum limits: \$1,000,000.00 per occurrence and general aggregate, but shall be higher if specified in IDEA’s solicitation/request or by written Agreement. These minimum requirements do not lessen or limit the liability of the Vendor. The Vendor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement. Each such policy shall name IDEA as a certificate holder, as an Additional Named Insured, and include a Waiver of Subrogation Clause. The Vendor agrees to furnish IDEA with copies of such policies and certificates of insurance upon request and without delay. Please note a certificate of insurance showing the named insured is not adequate to establish this status or fulfill this requirement. Additionally, each insurance policy shall, by endorsement to the policy, include a statement that a notice shall be given to IDEA by certified mail thirty (30) days prior to cancellation or upon any material changes to coverage.



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Law of State to Govern. The PO Terms shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas (without regard to the conflicts or choice of law principles). The Parties irrevocably consent to the jurisdiction of the State of Texas and agree that any court of competent jurisdiction sitting in Hidalgo County, Texas, shall be an appropriate and convenient place of venue to resolve any dispute with respect to the PO Terms. In connection with IDEA’s defense of any suit against and/or IDEA’s prosecution of any claim, counterclaim, or action to enforce any of its rights and/or claims under this Agreement, which IDEA prevails as to all or any portion of its defense(s), claims, counterclaims, and actions, IDEA shall be entitled to recover its actual attorneys’ fees and expenses incurred in defending the such suit and/or in prosecuting such claim or action.

Limitations: THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF IDEA (A PUBLIC SCHOOL SYSTEM AND GOVERNMENTAL ENTITY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO LIENS ON IDEA’S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS, AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS, AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS’ FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE “LIMITATIONS”), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON IDEA EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

No Arbitration. Disputes involving the PO, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be submitted to non-binding mediation or heard in a court of competent jurisdiction in the State of Texas sitting in Hidalgo County, Texas.

No Waiver of Immunity: NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, VENDOR ACKNOWLEDGES, STIPULATES, AND AGREES THAT NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A WAIVER OF ANY DEFENSE AVAILABLE TO IDEA, INCLUDING BUT NOT LIMITED TO ANY SOVEREIGN, STATUTORY, AND/OR GOVERNMENTAL IMMUNITY AVAILABLE TO IDEA UNDER APPLICABLE LAW.

Payment. IDEA adheres to a Net 30 payment term upon receipt of an accurately submitted invoice. All invoices must be sent to:





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Attn: Accounts Payable
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Alternatively, Vendor may submit invoices via e-mail to payable@ideapublicschools.org in accordance with the Board's accounts payable policy, to receive payment for goods provided and/or services rendered, the Vendor must submit a separate invoice, in duplicate, for each purchase order that includes the following:

- a) Fully identifies the Vendor, including the Vendor's authorized representative, and said identifying information conforms to that on the purchase order issued by IDEA to the Vendor and/or the Agreement.
- b) Includes an invoice number and date.
- c) Is addressed to IDEA Public Schools, including the proper mailing address for accounts payable and the shipping address to which goods and/or services were delivered.
- d) References the purchase order number issued.
- e) Delineates in sufficient detail the goods and/or services provided to IDEA, including the quantity and unit price of the goods and/or services, and the date that the goods were delivered or the services were rendered.

Payment will not be remitted until all goods provided and/or services rendered are inspected and confirmed received by IDEA.

Product Recall. The Vendor shall notify IDEA 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 defect in quality or other deficiency in the delivered goods and/or services. This requirement shall survive payment and acceptance of the goods and/or services.

Record Keeping. It is the responsibility of the Vendor to maintain such records as are required by law, IDEA, or as are prescribed by the professional and generally accepted standards of the Texas Education Agency. The books and records related to the PO shall be maintained by Vendor, and IDEA shall have the right to inspect and review such records at reasonable times upon request by IDEA.





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Record Retention Requirements. When federal funds are expended by IDEA for any contract resulting from this procurement process, the Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The Contractor further certifies that it will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Renewal. The PO shall not be renewed.

Tax Exempt. IDEA is tax-exempt. The Vendor shall not include taxes on the invoice(s). IDEA will provide a tax exemption certificate to Vendor upon request.

Term. The PO is effective as of the date of its issuance through the date that it is fulfilled or the end of the fiscal year during which it was issued, whichever date is first.

Texas Public Information Act. The Vendor acknowledges that IDEA is a public school subject to requests for information under the Texas Public Information Act (“TPIA”), Chapter 552, Texas Government Code. Under the TPIA, there are exceptions to requests for disclosure which include, but are not limited to, information confidential by law and certain commercial information and trade secrets. The Texas Attorney General’s office makes the final determination whether or not requested information is to be disclosed on a case-by-case basis after reviewing the materials and assertions against disclosure. If proprietary information is requested, the TPIA requires IDEA to provide written notice to the party whose proprietary information may be subject to the request, and that party may also submit information to the Texas Attorney General to establish that disclosure of the information would cause substantial competitive harm.

Warranty – General. Vendor represents and warrants to IDEA that the goods and/or services shall perform at a level as intended, are fit for use for their intended purpose, and shall substantially conform in accordance with the specifications stated in the Agreement, in compliance and conformance with any applicable law or ordinance and will be performed in a good, professional, and workmanlike manner. Further, they shall be fit for ordinary use with no material defects, provided that all use of the goods and/or services is for the purposes and in the environment for which they were designed and in accordance with such specifications.





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Warranty – Price. As set forth on the PO, IDEA accepts Vendor’s price(s) as offered in Vendor’s response to IDEA’s solicitation. The Vendor represents and warrants that the price(s) offered for the goods and/or services procured by IDEA through the PO are no less favorable than those currently offered to other customers for the same or like goods and/or services in comparable or less quantity. The Vendor further represents, warrants, and guarantees that the price(s) offered shall remain firm until IDEA has accepted the goods and/or services and has processed the Vendor’s invoice(s). Vendor shall not include separate charges or fees, except those clearly recorded on Vendor’s response to IDEA’s solicitation.

Sec. 4. Effective Date.

The Purchase Order Standard Terms and Conditions are effective for POs issued on or after February 01, 2023.

The Contractor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

