

# DENTON COUNTY TRANSPORTATION AUTHORITY

## PURCHASE ORDER TERMS AND CONDITIONS

1. Acceptance. Your acknowledgment of this purchase order (PO), shipping, sending, delivering the articles, or performing the services, shall constitute acceptance of all DCTA Terms and Conditions set out herein. Acceptance of this PO must be in strict accordance with its terms, including these terms and conditions and if applicable, all terms and conditions as set forth in the solicitation documents are incorporated herein and become a part of this PO. No changes in, modifications of, or revisions to, this PO shall be valid unless in writing and signed by the Purchasing Manager. Inspection and acceptance will be at the delivery point. Questions concerning the PO shall be addressed to [procurement@dcta.net](mailto:procurement@dcta.net) or 972-221-4600.
2. Delivery. Time and delivery and/or performance of the services therein, are of the essence. Seller's failure to deliver to DCTA at time and rate specified shall be the basis for rejection and default termination by DCTA.
3. Packaging and Shipping. Articles shall be suitably packed for delivery to prevent damage in transit, to comply with carrier requirements and to secure the lowest transportation and insurance rates. Each container must be marked with applicable PO number and be accompanied by a packing slip. All materials and services shall be subject to DCTA approval.
4. Changes. No changes may be made to this PO without written authorization of the Purchasing Manager.
5. Commercial Warranty. The Seller shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship, and title.
6. Invoices and Payment. All invoices shall contain the following information: date; PO number; item number; PO description of supplies or services; sizes/quantities; unit prices; and extended totals. Unless otherwise specified, payment will be made on partial deliveries accepted by DCTA when the amount due on such deliveries so warrants. Invoices will be paid 30 days from receipt of the invoice or 30 days from receipt of the goods/services, whichever is later. Invoices shall be mailed to DCTA, Accounts Payable, PO Box 96, Lewisville TX 75067 or emailed to [accountspayable@dcta.net](mailto:accountspayable@dcta.net).
7. Termination for Convenience. The Purchasing Manager may, by written notice, terminate this PO, in whole or in part, when it is in the best interest of DCTA. In the event of such termination, DCTA shall be liable only for payment in accordance with the payment provisions of this PO for supplies delivered prior to the effective date of DCTA's termination and which are accepted by DCTA.
8. Default. In case of default of the seller, DCTA may procure the articles or services from other sources and charge the seller as liquidated damages any excess cost or damages thereby.
9. Indemnification. Seller will defend, indemnify and hold harmless DCTA and the members of the Board of Directors, officers, employees and agents from and against all liabilities, damages, losses, claims, fines and judgments, including all costs and expenses incidental thereto which may be charged to or incurred by DCTA or any of the members of the Board of Directors, officers, employees or agents by reason of any loss, damage or injury related in any way to this PO or arising out of or in connection with any goods, articles or services covered by this PO, unless resulting solely from DCTA's gross negligence or willful misconduct.
10. Taxes. DCTA is exempt from Texas state and local sales and uses taxes, and any such taxes included on any invoice or voucher received by DCTA shall be deducted from the amount of the invoice or voucher for purposes of payment.
11. Assignment. The Seller shall not sell, assign transfer or convey this order without the written consent of the Purchasing Manager.
12. Governing Law. The rights, obligations, and remedies of the parties shall be governed by the laws of the State of Texas. Venue for any action shall lie in Denton County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court. If any provision of the PO is found to be invalid or unenforceable, the remaining provisions shall not be impaired.
13. Miscellaneous. Seller and DCTA agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
14. Interest of Public Officials. The Seller represents and warrants that no members of the Board of Directors, officers, employees or agents of DCTA, nor any member of any of their immediate families, is or will be interested or benefited directly or indirectly in this Order. The Seller further represents and warrants that it has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to Board of Directors member, officer, employee, or agent with a view toward securing favorable treatment in the awarding, amending, or evaluating the performance of this Order. For breach of any representation or warranty in this clause, DCTA, shall have the right to annul this Order without liability and/or have recourse to any other remedy it may have at law.
15. Non-discrimination. The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of contracts. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
16. DCTA encourages contractors to use the services of banks owned and controlled by disadvantaged individuals. Information is available on-line at <http://www.federalreserve.gov/Releases/mob/current/default.htm>