



## Bastrop ISD

### Purchasing Terms & Conditions

1. No change or modification shall be made to this purchase order unless authorized by Bastrop Independent School District (hereinafter referred to as BISD). All requests for changes shall be made to the purchasing department at [purchasing@bisdtx.org](mailto:purchasing@bisdtx.org)
2. BISD assumes no liability for purchases not included on this form.
3. BISD is exempt from Federal Transportation, Federal Excise Tax, and State Sales Tax as stated under Chapter 20, Title 122A, Revised Civil Statutes of Texas, for the purchase of tangible personal property. BISD's Taxpayer Identification Number is 74-6000230.
4. All shipments shall be F.O.B. destination, freight prepaid unless delivery terms are specified otherwise.
5. BISD Purchase Order number must appear on all invoices, packing lists, bill of lading, and shall appear on each package, container, or envelope on each shipment made pursuant to this order.
6. BISD is not responsible for goods delivered or work done without a written Purchase order signed by the Chief Financial Officer or other authorized designee of the Superintendent.
7. All invoices shall be emailed to the Accounts Payable Dept - [acctspayable@bisdtx.org](mailto:acctspayable@bisdtx.org) . Failure to send invoices to Accounts Payable could delay handling and payment.
8. BISD shall pay within 30 days of receipt and acceptance of units and receipt of an accurate invoice, whichever is later. Acceptance shall constitute all items received are in good working order to the satisfaction of BISD.
9. No part of this order may be assigned or subcontracted without prior approval of BISD. Payment can only be made to the seller named on this order.
10. Unless other specified herein, BISD reserves the right to cancel orders not completed within 90 days.
11. This agreement between BISD and the Seller shall be governed by the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement. Venue for any litigation arising from this purchase order shall lie in Bastrop County, Texas.
12. Any recipient of the Purchase Order, who meets the requirements for filing a Vendor Conflict of Interest Questionnaire in accordance with Texas Local Government Code 176.006, must file a disclosure form no later than the 7<sup>th</sup> business day after the recipient becomes aware of the facts that require filing.
13. Material Safety Data Sheets must be provided with shipments if required.
14. **FEDERAL FUNDS:** If the source of funds for this purchase is federal funds, the following federal provisions apply, (as applicable):
  - Section 14.52 of the Texas Family Code, added by SB 84, Acts, 73<sup>rd</sup> Legislature, RS (1993); Equal Employment Opportunity; Davis-Bacon Act, as amended (40 USC 3141-3148); Contract Work Hours and Safety Standards Act (40 USC 3701-3708); Rights to Inventions Made Under a Contract or Agreement; Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387, as amended; Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 USC 1352); Record Retention Requirement – 2 CFR § 200.333; Clean Air Act 1970, as amended 942 USC 1857(h)), Section 508 of the Clean Water Act, as amended (33 USC 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15; Energy Policy and Conservation Act (Pub. L 94-163, 89 Stat. 871; Buy America Act;
15. Forms and additional information are available at <https://www.bisdtx.org/Page/8003>