NEW BRAUNFELS ISD

PURCHASE ORDER TERMS & CONDITIONS

New Braunfels ISD reserves the right to cancel all or any part of this order if not shipped as required or as instructed. All materials and services shall be subject to the District's approval. Unsatisfactory materials will be returned at seller's expense. No change or substitution will be accepted without purchasing department approval.

1. No change(s) shall be made to this order without written authorization of the purchasing department.

2. Materials must be properly packaged and marked with the purchase order number. Damaged materials will not be accepted.

3. Inspection of delivery will be made at the delivery point unless otherwise specified.

4. A New Braunfels ISD Purchase Order must be required by vendor before order fulfillment takes place. Purchase Order Number must be clearly identified upon each invoice. Invoices that do not indicate our PO number will be returned to the vendor.

5. Submit all invoices for payment to our Business Office. Invoices for partial deliveries must be so indicated.

6. New Braunfels ISD is exempt from sales tax. Invoices shall not include sales tax.

7. All prices must be F.O.B. delivery point, and ship cheapest way, unless otherwise indicated. Where specific purchase is negotiated F.O.B. shipping point, the vendor is to prepay shipping charges and add to invoice.

8. No backorders greater than 30 days. The purchasing department may grant additional time for delivery when New Braunfels ISD is at fault or is satisfied the delay is beyond the control of the vendor. Such grant must be in writing and made part of the order.

9. Rejected material will be returned to the vendor at the vendor's risk and expense.

10. Quantities specified in the order are not to be exceeded. Any overages or duplicate orders will be returned to vendor at vendor's risk and expense.

11. Goods delivered shall comply with all Federal, State and local laws relative thereto. The vendor shall defend actions or claims brought and save harmless the District from loss, cost or damage by reason of actual or alleged patent infringement and/or copyright infringement.

12. **Effective 1/1/2006: Chapter 176 of the Texas Local Government Code requires that any potential vendor or person considering doing business with New Braunfels ISD disclose the vendor or person's affiliation or business relationship that might cause a conflict of interest with the District by filing the questionnaire form CIQ. By law, the questionnaire must be filed not later than the 7th business day after the date the person becomes aware of the facts that require the statement to be filed. Acceptance of the PO represents compliance with the requirements of Chapter 176.**

13. In case of default of the contractor, the District may procure the articles or services from other sources and charge the contractor as liquidated damages any excess cost or damages occasioned thereby.

14. Vendor shall not sell, assign, transfer or convey this order, in whole or in part, without the prior written consent of the District.

15. Terms: Net thirty (30) days unless otherwise agreed upon by seller and the purchasing department. New Braunfels ISD does not pay late fees or interest.

16. SB 252 - Certification Regarding Terrorist Organizations. Effective 9/1/2017, Pursuant to Sections 2252.151-154 of the Texas Government Code, the Contractor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.

17. Certification Regarding Boycotting of Israel. Effective 9/1/2017, as amended effective 5/7/2019 H.B. 793), a Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from that company that it: 1) does not boycott Israel; and 2) will not boycott Israel during the term of the contract. (TEX GOV'T CODE CH. 2270).

    "Boycott Israel means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person doing business in Israel or in an Israeli-controlled territory, but does not include an action make for ordinary business purposes. TEX GOV'T CODE §808.001(1).

18. Federal Funds- if the source of funds for this purchase is federal funds, the following federal provisions apply, as applicable: the Davis-Bacon Act (40 U.S.C. § 276a / 29 CFR Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 / 29 CFR Part 5), the Equal Opportunity Employment requirements (Executive Orders 11246 and 11375 / 41 CFR Chapter 60), Section 306 of the Clean Air Act (42 U.S.C. § 1857h, Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15), the Contract Work Hours and Safety Act (40 U.S.C. § 3701-3708; 29 C.F.R. Part 5), Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Debarment and Suspension (Executive Orders 12549 and 12689), Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401), Procurement of Recovered Materials (§ 200.322), the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), the Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81 ("EDGAR"), and mandatory standards and policies contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).