



## Forney Independent School District Purchase Order Terms and Conditions

1. A Forney ISD Purchase Order must be required by vendor before order fulfillment takes place. Forney ISD is not responsible nor obligated to pay for any goods delivered or work done without a District issued Purchase Order. Purchase Orders are not binding unless signed by the Chief Financial Officer.
2. No change(s) shall be made to the order without written authorization of the purchasing department. No substitution will be accepted without purchasing department approval.
3. The Purchase Order number must be clearly identified upon all packages, packing slips and invoice.
4. Forney ISD reserves the right to cancel all or any part of the order if not shipped as required or as instructed.
5. All materials and services shall be subject to the District's approval. Unsatisfactory materials will be returned at seller's expense.
6. Invoices should be emailed to [accountspayable@forneyisd.net](mailto:accountspayable@forneyisd.net), or sent to Forney ISD Accounts Payable, 600 S Bois D'Arc Street, Forney, TX 75126.
7. Forney ISD is exempt from sales tax. Invoices shall not include sales tax.
8. 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.
9. 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.
10. Vendor shall not sell, assign, transfer or convey this order, in whole or in part, without the prior written consent of the District.
11. Payment Terms are net thirty (30) days, unless otherwise agreed upon by seller and the purchasing department. All payments are subject to Texas Government Code Chapter 2251.
12. Effective 1/1/2006: Chapter 176 of the Texas Local Government Code requires that any potential vendor or person considering doing business with Forney 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. The purchase order shall be governed by the laws of the State of Texas and the Uniform Commercial Code as adopted by the State of Texas in in force on the date of the order and a venue for purposes hereof shall be in Kaufman County, Texas.

14. Indemnification – The vendor does hereby agree to waive all claims, release, indemnify and hold harmless the owner, its officials, agents and employees, in both their public and private capacities, from and against any and all liability, claims, losses, damages, suits, demands or causes of action, including all expenses of litigation and/or settlement, court costs and attorney fees, which may arise by reason of death or injury to persons or loss of, damage to, or loss of use of any property occasioned by any error, omission, or negligent act of the vendor, its officers, agents, employees, subcontractors, invitees, or other persons for whom the contractor is legally liable, arising out of or in connection with the performance of this contract, and vendor will at its own cost and expense defend and protect the owner against any and all such claims and demands.
15. Vendor 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. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this PO. For purposes of this PO, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.
16. 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), the McNamara-O'Hara Service Contract Act (41 U.S.C. 351), 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), 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).