

Purchasing Tip # 3: Standard Purchase Terms and Condition

When sending a purchase order to a vendor please ensure the Standard Purchase Terms and Conditions page is attached. In the normal processing through TEAMS, this document is already included as page 2 of the purchase order. In addition, this document has been updated to reflect several legislative changes that took effect September 1, 2017.

The attached document **replaces** the Fiscal Procedure Manual - Section 04 Purchasing, exhibit 4-08. Please make the necessary changes in your manual.

Terms and Conditions

All purchase orders sent to the vendors must contain our Standard Purchasing Terms and Conditions (Exhibit 4-08).



STANDARD PURCHASE TERMS AND CONDITIONS
GALENA PARK INDEPENDENT SCHOOL DISTRICT
HOUSTON, TX 77015

1. Seller and Buyer agree as follows:
2. No change or modification shall be made to this purchase order unless authorized by Galena Park I.S.D. (hereinafter referred to as GPISD). All requests for changes shall be made to the purchasing department at.
3. GPISD purchase order number must appear on all invoices, packing lists, bills of lading, and shall appear on each package, container, or envelope on each shipment made pursuant to this order.
4. Invoices must be sent to Galena Park ISD Accounts Payable, P.O. Box 565, Galena Park, TX 77547 or 14705 Woodforest Blvd., Houston TX 77015 or emailed to accounts_payable@galenaparkisd.com or 832-386-1428 (fax). **Failure to send invoices to Accounts Payable could delay handling and payment.**
5. GPISD 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 GPISD.
6. All shipments shall be F.O.B. destination, freight prepaid unless delivery terms are specified otherwise.
7. No part of this order may be assigned or subcontracted w/out the prior written approval of GPISD. Payment can only be made to the Seller named in this order.
8. GPISD is exempt from payment of taxes under Chapter 20, Title 122A, Revised Civil Statutes of Texas, for the purchase of tangible personal property. GPISD's Tax Payer Identification Number is 74-6000895.
9. This agreement between GPISD 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 Harris County, Texas.
10. Unless other specified herein, GPISD reserves the right to cancel orders not completed within 90 days.
11. **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 S.B. 84, Acts, 73rd Legislature, R.S. (1993); Equal Employment Opportunity; Davis-Bacon Act, as amended (40 U.S.C. 3141-3148); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Rights to Inventions Made Under a Contract or Agreement; Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended; Debarment and Suspension (Executive Orders 12549 and 12689; Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Record Retention Requirement – 2 CFR § 200.333; Clean Air Act of 1970, as amended (42 U.S.C. 1857 (h)0, Section 508 of the Clean Water Act, as amended (33 U.S.C. 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.
12. 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 Agreement. For purposes of this Agreement, 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.
13. Tax Exemption Form:

Texas Sales and Use Tax Exemption Certification

Name of purchaser, firm or agency Galena Park ISD	
Address (Street & number, P.O. Box or Route number) PO Box 565	Phone (Area code and number) 832-386-1008
City, State, ZIP code Galena Park , TX 77547	

I, the purchaser named above, claim an exemption from payment of sales tax for the purchase of taxable items described on this purchase order	
Purchaser claims this exemption for the following reason: Government Entity (public school)	
I understand that I will be liable for payment of sales or use taxes which may become due for failure to comply with the provisions of the Tax Code: Limited Sales, Excise, and Use Tax Act; Municipal Sales and Use Tax Act; Sales and Use Taxes for Special Purpose Taxing Authorities; County Sales and Use Tax Act; County Health Services Sale and Use Tax; The Texas Health and Safety Code: Special Provisions Relating to Hospital Districts, Emergency Services Districts, and Emergency Services Districts in counties with a population of 125,000 or less. I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate and, depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.	

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID
Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist