

Birdville Independent School District
PURCHASE ORDER TERMS AND CONDITIONS

General Terms

1. This purchase order constitutes a binding contract between the Vendor and Birdville Independent School District (BISD), to furnish the goods or services specified on the face of the Purchase Order. By acceptance of this Purchase Order, the Vendor agrees to furnish all goods and services in accordance with the terms and conditions specified herein. Any additional or different terms proposed by Vendor are objected to and shall not become part of this agreement unless explicitly approved in writing by the District's Purchasing Department. Shipment of goods or commencement of services constitutes unconditional acceptance of these terms.
2. The Purchase Order number must appear on all invoices, delivery memoranda, bills of lading, packages, and correspondence.
3. Address all communications, excluding invoices, concerning problems with this purchase order to the Purchasing Office, Birdville Independent School District, 8555 Airport Freeway, North Richland Hills, Texas 76180.
4. **Validation:** This is a valid order only when the following two conditions have been met:
 - A. That a purchase order number appears in the space provided.
 - B. That a computer-generated name appears in the space provided for purchase order approval.
5. **Authorizations:** The District will not be responsible for articles delivered and/or services performed without a specific written purchase order.
6. **Pricing: Do not ship at a greater cost than shown on this purchase order, including all shipping charges.** Any increases must be returned to the Purchasing Office for approval. Fax number: 817.831.5662.
7. **Taxes:** The District is exempt from the payment of (1) federal excise taxes, (2) federal transportation taxes, (3) Texas state or local taxes. Any taxes that are included in the invoice price will be deducted from the total invoice. No money will be paid to any person, firm or corporation who is in arrears to the District for taxes. **The District's tax-exempt number is 1-75-6000193-9.**
8. **Warranty, Guarantee, Laws, and Regulations:** By accepting this purchase order you hereby, in addition to the guarantees and warranties provided by law, expressly warrant and guarantee as follows:
 - A. That the articles to be delivered hereunder will be in full conformity with the specifications or with the approved sample submitted and agree that this warranty shall survive acceptance of delivery and payment for the article and that you will bear the cost of inspecting and/or testing articles rejected.
 - B. That the articles to be delivered hereunder will not infringe any valid patent, trademark, trade name, or copyright and that you will, at your own expense, defend any and all actions or suits charging such infringement and will save the District, its agent and employees, harmless in case of any such action or suit.
 - C. That the articles to be delivered hereunder will be manufactured, sold, and/or installed in compliance with the provisions of all applicable Federal, State and local laws and regulations.
 - D. That nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of the District.
 - E. That articles required by law to have a MSDS shall have a sheet included with the shipments.
9. **Transportation: No C.O.D. shipments will be accepted.** All shipments are to be made "F.O.B. Destination" unless otherwise specified on this purchase order. When articles are sold "F.O.B. Point of Origin" and this purchase order so confirms, prepay shipping charges and record prepaid charges as a separate item on the invoice. It is understood that title of the merchandise appearing on this purchase order will not pass until the merchandise is accepted at the delivery destination.
10. **Inspection, Rejection and Excess Shipment:** In addition to other rights by law, the District reserves the right (a) to inspect articles delivered and to return those which do not meet specifications or reasonable standards of quality, (b) to reject articles shipped contrary to instructions or in containers which do not meet recognized standards, and (c) to cancel the order if not filled within the time specified. The District may return rejected articles or excess shipment on this purchase order, or may hold the articles subject to your instructions and at your risk and expense and may in either event charge you with the cost of shipping, unpacking, inspecting, re-packing, re-shipping, and other like expense.
11. **Delivery to a School Building:** When a delivery is to be made direct to a school building, (a) such delivery shall be made between the hours of 8:30 a.m. and 3:00 p.m., Monday through Friday, except on school holidays and (b) such delivery shall be made, and articles shall be placed inside the school building. It is important that you understand that the District cannot and will not accept tailgate delivery at a school entrance unless specified otherwise on this purchase order.
12. **Invoices:** Invoices must be submitted for items that have been shipped or services that have been rendered. Invoices without reference to this purchase order number and listing items or services other than those shown on this purchase order will not be paid.
13. **Payment:** Upon receipt of a properly executed invoice and verification of delivery from the consignee, payment will be processed for items or services delivered. Discounts will be calculated from the date of delivery or date of invoice; whichever is later.
14. **Funding Out and Termination Multi-Year / Fiscal Funding Out Clause:** Performance by the District under this PO may be dependent upon the appropriation and availability of funds by the District's Board of Trustees. If the Board fails to appropriate or budget funds for this expenditure in any fiscal year, the District may terminate this PO without penalty, liability, or further expense upon written notice to Vendor.
15. **Termination for Convenience:** The District reserves the right to terminate this PO, in whole or in part, for convenience and without penalty, upon written notice to Vendor.
16. **Texas Public Information Act (PIA):** Vendor acknowledges that this PO, prices, and any responsive records, communications, or documentation are subject to public disclosure under the Texas Public Information Act (Texas Government Code Chapter 552). Vendor agrees to cooperate with the District to produce required records within the statutory timeframe.

17. **Governing Law and Venue:** This PO, and all disputes arising from it, shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, without regard to conflicts of law principles. Exclusive venue for any legal action shall lie in the state courts of the Texas county in which the District's central administrative offices are located.
18. **Indemnification:** Vendor agrees to indemnify, defend, and hold harmless the District, its trustees, officers, and employees from and against any and all claims, demands, losses, damages, or liabilities arising out of Vendor's performance, negligence, or breach of contract.

Texas Statutory Compliance Certifications

19. **Criminal History Record Information (CHRI):** If Vendor's employees, subcontractors, or agents will have continuing duties related to this PO and will have direct contact with students, Vendor certifies compliance with Texas Education Code Section 22.0834. Vendor agrees to conduct national criminal history background checks and fingerprinting through the Texas Department of Public Safety (DPS) before performing services. Vendor shall certify to the District that no employee with a disqualifying criminal history will be placed on District property.
20. **Parental Rights and Instructional Restrictions:** Pursuant to Texas Senate Bill 12 (89th Leg.) and applicable provisions of the Texas Education Code 11.005 and 28.0022, Vendor certifies that in the performance of this PO, it will not provide, or allow its employees, subcontractors, or agents to provide, any instruction, guidance, activities, materials, or programming regarding sexual orientation or gender identity to students enrolled in the District. Vendor further agrees that it shall perform no Diversity, Equity, and Inclusion (DEI) duties, initiatives, or training on behalf of the District, and shall administer no routine health-related or mental health-related services, screenings, or assessments to students without verifying that the District has obtained prior, explicit, written annual parental consent. A copy of Board Policies [CJ \(Local\)](#), [BT \(Legal\)](#), and [EMB \(Legal\)](#) are electronically provided on the [Birdville ISD Board Website](#). A physical copy can be mailed by request by contacting the Purchasing Department at 817-547-5629.
21. **Prohibition on Abortion Providers and Affiliates:** Pursuant to Texas Education Code Section 28.004 and Texas Government Code Chapter 2272, Vendor certifies that it is not an abortion provider and is not an affiliate of an abortion provider. Vendor agrees that no goods, materials, instructional resources, software, or services provided to the District under this PO shall originate from, or be associated with, an abortion provider or an affiliate of an abortion provider.
22. **Firearm and Ammunition Discrimination Verification:** To the extent required by Texas Government Code Section 2274.002, if this PO is valued at \$100,000 or more and Vendor has ten (10) or more full-time employees, Vendor verifies that it does not have a practice, policy, guidance, or direction that discriminates against a firearm entity or firearm trade association, and will not discriminate against such entities during the term of this agreement.
23. **Prohibition on Boycotting Energy Companies:** To the extent required by Texas Government Code Section 2276.002, if this PO is valued at \$100,000 or more and Vendor has ten (10) or more full-time employees, Vendor verifies that it does not, and will not during the term of this PO, boycott energy companies.
24. **Prohibition on Boycotting Israel:** To the extent required by Texas Government Code Section 2271.002, if this PO is valued at \$100,000 or more and Vendor has ten (10) or more full-time employees, Vendor verifies that it does not, and will not during the term of this PO, boycott Israel.
25. **Prohibition on Contracts with Certain Companies (Terrorist Organizations):** Pursuant to Texas Government Code Chapter 2252, Subchapter F, Vendor 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 terrorist organization.
26. **Notice of Nondiscrimination:** Vendor shall comply with all federal, state, and local laws prohibiting discrimination, including but not limited to compliance with Title VI, Title VII, Title IX, and Section 504.
27. **Federal Provisions:** If this purchase order is funded in whole or in part by federal grant funds administered by the Texas Education Agency (TEA) or other federal awarding agencies, Vendor certifies that it shall comply with all applicable rules, requirements, and clauses found within the District's Federal Provisions, which is fully incorporated herein by reference.
28. **Assignment:** You hereby assign to the District any and all claims for overcharges associated with this purchase order which arise under the antitrust laws of the United States, 15 USCA Section 1, et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.