GENERAL TERMS AND CONDITIONS:
ALL ITEMS BELOW APPLY TO AND BECOME A PART OF THE TERMS AND CONDITIONS OF THE PURCHASE ORDER

1) NOTE: Texas A&M University-San Antonio is an agency of the State of Texas and the Laws of the State of Texas must prevail. The terms Texas A&M University-San Antonio, University, State, and State of Texas shall have the same legal meaning and shall be considered as completely interchangeable in this document or any subsequent document.

2) All merchandise shall be shipped FOB Destination Freight Allowed unless stated otherwise on the face of this document. The University cannot accept freight collect shipments.

3) Purchases made for State use are exempt from the State Sales Tax and Federal Excise Tax. Exemption Certificate will be furnished by Texas A&M University-San Antonio upon request.

4) All items shall be new and unused, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated. Oral agreements to the contrary shall not be recognized.

5) Manufacturer's standard warranty shall apply unless otherwise stated.

6) No substitutions or cancellations shall be permitted without written approval of Texas A&M University-San Antonio.

7) Delivery shall be made during normal working hours only, unless prior approval for late delivery has been obtained from authorized agent of the University.

8) Vendor must keep the University advised at all times of status of order. Default in promised delivery (without a reasonably acceptable cause) or failure to meet specifications authorizes Agency to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.

9) All goods will be subject to inspection and test by the University to the extent practicable at all times and places. In the event tested products fail to meet or exceed all conditions and requirements of the specification, the cost of the sample used and the cost of the testing shall be borne by the vendor. Goods which have been delivered and rejected in whole or in part may, at the University's option, be returned to the vendor or held for disposition at vendor's risk and expense. Latent defects may result in revocation of acceptance.

10) Vendor shall submit an original copy of an itemized invoice showing Purchase Order Number, Payee Identification Number, Name of University as Payee, Vendor Name as it appears on the P.O., a Description of each Item Numbered in Correspondence with the P.O. Line Item Numbers, Line Item Quantity, Line Item Unit Pricing, Line Item Extended Pricing, Discount, Net Total, Shipment Date, and P.O. Date on all copies. The University will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested valid invoice.

11) Vendor hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967).

12) Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

13) Under Section 2155.004 of the Texas Government Code (relating to the collection of state and local sales and use taxes), the vendor certifies that the individual or business entity named in this order is not ineligible to receive the specified contract and that the contract may be terminated and/or payment withheld if this certification is inaccurate.

14) The Texas A&M University System Members are federally mandated to adhere to the directions provided in the President’s Executive Order (EO) 13224. (http://www.whitehouse.gov/news/orders)Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross referencing respondents/vendors with the Federal General Services Administration’s Excluded Parties List System (EPLS, http://www.epls.gov) which is inclusive of the United States Treasury’s Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.

15) The vendor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of vendor or any agent, employee, subcontractor, or supplier of vendor in the execution or performance of this contract.

16) Any Vendor's terms and conditions resulting from the acceptance of this order may not be considered and may result in cancellation of the purchase order. (e.g. orders with the laws of a State other than Texas, requirements for prepayment, limitations on remedies, etc.)

17) Dispute Resolution Process The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by Texas A&M University-San Antonio and the vendor to attempt to resolve any claim for breach of contract made by the vendor:

(A) A vendor’s claim for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, the vendor shall submit written notice, as required by subchapter B, to the Asst. Director of Procurement Services. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of Texas A&M University-San Antonio and the vendor who are otherwise entitled to notice under the parties' contract. Compliance by the vendor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.

(B) The contested case process provided in Chapter 2260, subchapter C, of the Government Code is the vendor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by Texas A&M University-San Antonio if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.

(C) Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by Texas A&M University-San Antonio nor any other conduct of any representative of Texas A&M University-San Antonio relating to the contract shall be considered a waiver of sovereign immunity to suit.

(D) The submission, processing and resolution of the vendor’s claim is governed by the published rules adopted by the Office of the Attorney General, pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. These rules are located at 1 TAC, Ch. 68.

(E) Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the vendor, in whole or in part.
(F) The designated individual responsible on behalf of Texas A&M University-San Antonio for examining any claim or counterclaim and conducting any negotiations related thereto as required under §2260.052 of H.B. 826 of the 76th Texas Legislature shall be the Asst. Director of Procurement Service, One University Way, San Antonio, TX 78224.

18) Material Safety Data Sheet: Vendor must provide, at no cost, at least one copy of any applicable Manufacturer's Material Safety Data Sheets(s) (MSDS) with each shipment related to this P.O. If OSHA or Federal or State laws provide for additional requirements, those requirements are in addition to the MSDS requirement.

19) All items must meet all applicable OSHA standards and regulations and all electrical items must bear the appropriate listing from UL, FMRC, or NEMA.

20) PUBLIC INFORMATION ACT – Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the “Public Information Act”). Any submittals to the University that may become part of the order that is of a confidential nature must be clearly and prominently marked as such by the vendor.

21) NON-APPROPRIATION OF FUNDS: Funds are contingent on the availability of appropriations by the Agency and the Texas Legislature. If the Agency or The Texas Legislature fails to continue funding for the payments due under an order referencing this contract, the order will terminate as of the date the funding expires, and the Agency or State will have no further obligation to make any payments.

22) Equal Opportunity: Texas A&M University-San Antonio is committed to equal opportunity and affirmative action. The successful vendor must pledge to comply with equal opportunity laws and that it will not discriminate against any employee or application for employment because of race, color, creed, religion, national origin, sex, age, job related handicap, or marital status.