

ANGELO STATE UNIVERSITY ("ASU") PURCHASE ORDER TERMS AND CONDITIONS

1. PROCUREMENT REQUIREMENTS

- 1.1 "University" shall mean either Angelo State University or Texas Tech University System. Both agencies are agencies of the State of Texas.
- 1.2 Vendor acknowledges, by signing any agreement documents and/or supplying the requested commodities and/or fulfilling the requested services that the Vendor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional written and signed agreement or purchase order and all associated documents and amendments. The University disclaims any terms and conditions provided by the Vendor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Vendor, the terms and conditions provided herein shall prevail.
- 1.3 This Purchase Order supersedes all prior agreements, written or oral, between Vendor and the University and will constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. This Purchase Order and each of its provisions will be binding upon the parties and may not be waived, modified, amended, or altered except in writing, signed by the University's Director of Purchasing or their designee and the Vendor. Waiver of a provision in one instance shall not preclude enforcement thereof on future occasions.
- 1.4 Vendor agrees that it will comply with federal, state, or local laws or regulations applicable to Vendor's performance under the purchase order or agreement. Vendor further agrees that it will comply with applicable University Operating Policies and Procedures located at <https://www.angelo.edu/opmanual/>.
- 1.5 Purchases made for University use are exempt from the Texas State Sales tax and Federal Excise tax. Tax exemption certificates are available upon request. The University's Texas taxpayer identification number: 37377377373. If the University is billed for any exempt taxes, they will be deducted from the invoice payment.
- 1.6 Vendor shall not assign, delegate, or subcontract any purchase order or agreement or any rights resulting from a bid or proposal without the prior written consent of the University and any attempt to the contrary shall be void and of no legal effect.
- 1.7 Headings are for reference purposes only and have no substantive effect.
- 1.8 All communication relating to this Purchase Order shall be directed to the Purchasing Department. When contacting the University's Purchasing Department, the vendor/proposer shall provide the purchase order number for reference purposes. All notices, consents, approvals, demands, requests, or other communications relating to this Purchase Order shall be in writing and shall be emailed to asu_purchasing@angelo.edu, or delivered to Angelo State University, Purchasing Department, ASU Station #11010, San Angelo, Texas 76909, or hand delivered to Angelo State University, Hardeman Building, Room 211, 2601 W Ave N, San Angelo, Texas. All such correspondence must reference the purchase order number.

2. SPECIFICATIONS

- 2.1 Unless otherwise specified, items shall be new and unused and of current production.
- 2.2 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 2.3 Samples, when requested, must be furnished free of expense to the University. If not destroyed in examination, they will be returned to the Vendor, on request, at Vendor's expense. Each sample should be marked with Vendor's name and address.

3. DELIVERY, INPECTIONS AND TESTS

- 3.1 All prices must be FOB destination, freight prepaid, unless agreed upon on the purchase order document.
- 3.2 University shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by Vendor. University at its option may reject all or any portion of such goods or services which do not in University's sole discretion comply in every respect with each and every term and condition of this Purchase Order or that are damaged in transit. University may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If University elects to accept nonconforming goods or services, University, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate University for the nonconformity. Any acceptance by University, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.
- 3.3 Tests shall be performed on samples submitted with the bid/proposal or on samples taken from regular shipment. All costs shall be borne by the Vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods 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 expense. Latent defects may result in revocation of acceptance. If replacements are requested and Vendor fails to deliver such replacements promptly, the University may: (i) replace or correct such items and charge Vendor all reasonable costs of cover incurred by the University, or (ii) terminate this Order for default as provided in Termination Section.
- 3.4 No inspection, tests, approval (including design approval), or acceptance of items shall relieve Vendor from responsibility for latent defects, material misstatements or omissions, or Vendor's warranty obligations.
- 3.5 Manufacture or production of items subject to the University's approval of a prototype, sample, or design shall not proceed until such approval is given.
- 3.6 Delivery must be made to the "Ship To" address located on the Purchase Order. Failure to deliver to the appropriate address will not be grounds for reimbursement for shipping costs and will result in delay of payment.
- 3.7 Delivery shall be made during normal working hours only, unless prior written approval has been obtained from University. No collect shipments will be accepted.
- 3.8 If delay is foreseen, Vendor shall give written notice to University's Purchasing Department. Vendor must keep University advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes University to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting Vendor.
- 3.9 No substitutions are permitted without written approval of the University's Purchasing Department.
- 3.10 Vendor shall bear all risk of loss on items covered by any resulting purchase order until final acceptance at the destination specified on the face of the purchase order, except for loss occasioned solely by the negligence of the University. Any "F.O.B." designation does not vary the foregoing risk of loss provisions. Vendor shall replace any lost or damaged media containing licensed software or data upon request at a price not exceeding the reasonable cost of media duplication, packaging and shipping.

4. HAZARDOUS SUBSTANCE

- 4.1 "Hazardous Substance" means any pollutant, contaminant, hazardous or toxic substance or waste, solid waste, petroleum or any byproduct thereof, or any other chemical, substance or material listed or identified in or regulated by any Environmental Law.
- 4.2 "Environmental Law" means any federal, state, local or other governmental statute, regulation, law or ordinance dealing with the protection of human health, natural resources and/or the environment now or hereafter in effect including, without limitation, any and all claims or causes of action based upon such governmental statute, regulation, law or ordinance.
- 4.3 Vendor shall comply with all federal and state environmental laws.
- 4.4 Vendor shall notify the University in writing of every article ordered or supplied under this Purchase Order or stored or used by Vendor on the University property that contains Hazardous Substances or substances for which the law requires a Material Safety Data Sheet (MSDS).
- 4.5 Such notification shall be given upon purchase or prior to introduction of such substances onto University property and shall include, at a minimum, information regarding the substance including but not limited to Material Safety Data Sheets and product labeling as required by Texas Health and Safety Code, Chapter 502.
- 4.6 The University shall be able to, at all times, inspect any Hazardous Substances introduced onto or intended to be introduced onto University property by the Vendor.
- 4.7 The Vendor shall comply with 6 CFR Part 27, Chemical Facility Anti-Terrorism Standards. Notifications shall be presented to the University when required.

5. WARRANTIES

- 5.1 Vendor warrants that items furnished hereunder will: (i) be free from material defects in design, material and workmanship; (ii) be suitable for any particular purposes made known to Vendor in advance; (iii) function together as a unit if the University notified Vendor that it was relying on Vendor's skill or judgment to select items that will function as such; (iv) be materially accurate to specification and process date-related data; (v) substantially conform with any related sample, model, documentation, description, labeling or literature supplied by Vendor, and (vi) substantially conform to any specific requirements of any purchase order or agreement.
- 5.2 Unless otherwise agreed in writing, all hardware and items are transferred to the University free and clear of all liens and encumbrances.
- 5.3 Unless designated as "reconditioned" or "used," all hardware and replacement parts are warranted to be new.
- 5.4 Services are warranted by Vendor to be performed in a professional and workmanlike manner in substantial compliance with applicable specifications.
- 5.5 If items are found within twelve (12) months after acceptance (or such longer period specified by Vendor) not to be as warranted, the University may require the work to be corrected or may return all defective items (and other items supplied by Vendor that are materially diminished thereby) to Vendor, at Vendor's expense, for replacement or credit as the University may direct.
- 5.6 Replacements are warranted for the latter of the remaining original warranty period or ninety (90) days.
- 5.7 Manufacturer's standard warranty shall apply unless otherwise stated in the solicitation.

6. PAYMENT TO VENDORS OR CONTRACTORS

- 6.1 The University's payment terms are thirty (30) days for undisputed invoices. The late payment rate established annually by the State of Texas shall be applicable after thirty (30) days.
- 6.2 Invoices must reference the Purchase Order number or they will be returned unpaid.
- 6.3 The cash discount period available to University shall commence on the later of University's receipt of all goods and services or receipt of the invoice.
- 6.4 Payment shall be made in accordance with Texas Government Code Chapter 2251 and the Texas Prompt Payment Act. Payment is due on the 30th day after the latest of: 1) the date the agency receives the goods under the contract; 2) the date the performance of the contracted service is completed; 3) the date the agency receives an undisputed invoice for the goods or services.

- 6.5 Your invoice must be either emailed to apayable@angelo.edu, or addressed and mailed to Angelo State University, Accounts Payable Department, ASU Station #11034, San Angelo, Texas 76909 unless specifically instructed otherwise in writing. Failure to do so will delay payment.
- 6.6 If Vendor is a taxable entity as defined by Chapter 171, Texas Tax Code ("Chapter 171"), Vendor certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Vendor is exempt from the payment of those taxes, or that Vendor is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.
- 6.7 Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, Vendor agrees that any payments owing to Vendor under this Order may be applied directly toward any debt or delinquency that Vendor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.
- 6.8 University utilizes a third-party company (PaymentWorks) for new vendor setups and vendor updates. PaymentWorks is a secured portal for entering payee information and helps protect personal and sensitive information. Vendors are required to set up an account and complete an onboarding process through PaymentWorks. University will send an email "invite" to initiate this process.**

7. AUDIT

- 7.1 Vendor understands that acceptance of funds under this agreement acts as acceptance of the authority of the State Auditor's Office, Texas Tech University System Office of Audit Services, or any successor agencies, to conduct an audit or investigation in connection with those funds. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Vendor and the requirement to cooperate is included in any subcontract awards.

8. PATENTS OR COPYRIGHTS

- 8.1 The Vendor agrees to protect the University and the State of Texas from claims involving infringement of patents or copyrights.

9. AFFIRMATION

- 9.1 Vendor affirms that it is an independent contractor of the University and is not an employee, partner, joint venture, or franchisee. Vendor is not entitled to participate in any employee benefit plan of the University.
- 9.2 Vendor represents that it has other substantial sources of revenue, will file tax returns and pay tax as an independent contractor for this relationship and will defend, indemnify and hold the University harmless from any claim to the contrary.
- 9.3 Vendor agrees to inform the University, of any violation under this Purchase Order, and of any conduct of which it becomes aware during the performance of the Vendor's obligations. This shall include any conduct by the company or any of its employees, agents, or contractors, or by University or any of its agents, employees, or subcontractor, which a reasonable person would conclude, may violate any of the requirements herein.
- 9.4 Officers, faculty, and staff ("employees"), of the University, including Board of Regents members, may not have direct or indirect interests, including financial and other interests, engage in business transactions or professional activities, or incur any obligation of any nature that is in substantial conflict with the proper discharge of the employees' duties, including any function in which such employee has any delegated authority to conduct or approve the transaction.
- 9.5 The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the associated order.
- 9.6 Pursuant to Section 231.006 (d) of the Texas Family Code, regarding child support, the Vendor certifies that the individual or business entity named in this order is not ineligible to receive the specified payment and acknowledges that this order or contract may be terminated and payment may be withheld if this certification is inaccurate.
- 9.7 Under Section 2155.004 of the Texas Government Code, the Vendor certifies that the individual or business entity named in this order or contract is not ineligible to receive the specified order or contract and acknowledges that this order or contract may be terminated and payment withheld if this certification is inaccurate.
- 9.8 By accepting this Purchaser Order, the Vendor is certifying that neither the owners nor any employees are in dual employment positions as a University employee. In addition, the Vendor is certifying that the owner and any employee are not related in any manner with any University employee. If such relationship exists, then that relationship shall be disclosed prior to acceptance of the Purchase Order to the Purchasing and Contracting Office. If the status of any owner or employee of the Vendor changes during the course of the contract or purchase order, then that relationship shall be disclosed immediately to the managing director of Procurement Services. Any violation of this policy shall result in immediate cancellation of any resulting contract or purchase order in addition to a potential debarment.
- 9.9 Vendor covenants and agrees that in accordance with Section 2155.4441, Texas Government Code, in performing its duties and obligations, Vendor will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.

10. CONTRACT VENUE

- 10.1 The agreement shall be governed, construed and interpreted under the laws of the State of Texas and the Texas Uniform Commercial Code. Any legal actions must be filed in Tom Green County, Texas.

11. DISPUTE RESOLUTION

The dispute resolution process provided for in the Texas Government Code, Chapter 2260 shall be used, as further described herein, by the University and the Vendor in an attempt to resolve any unresolved claim for breach of contract arising under this Agreement and made by the Vendor.

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 Government Code, Chapter 2260, Subchapter B. To initiate the process, the Vendor shall submit written notice, as required by Subchapter B, to the Director of Purchasing. Said notice 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 the University and the Vendor that are otherwise entitled to notice under this Agreement. Compliance by the Vendor with Subchapter B is a condition precedent to the filing of a contested case proceeding under Government Code, Chapter 2260, Subchapter C.

The contested case process provided in Government Code Chapter 2260, Subchapter C, shall be the Vendor's sole and exclusive process for seeking a remedy for an alleged breach of contract by the University if the Parties are unable to resolve their disputes in the ordinary course of business or under Chapter 2260, Subchapter B, UNLESS, after considering the recommendation of the Administrative Law Judge, the Legislature grants the Vendor consent to sue under Chapter 107 of the Civil Practices and Remedies Code.

NEITHER THE EXECUTION OF THIS CONTRACT BY THE UNIVERSITY NOR ANY OTHER CONDUCT OF ANY REPRESENTATIVE OF THE UNIVERSITY RELATING TO THE CONTRACT SHALL BE CONSIDERED A WAIVER OF THE UNIVERSITY'S SOVEREIGN IMMUNITY TO SUIT.

The dispute resolution process provided for in Government Code Chapter 2260 at any time, will not affect the University's right or ability to bring suit against the Vendor for disputes arising under this Agreement, nor will it affect the University's ability to assert all claims and defenses in a lawsuit.

Pursuant to Chapter 2260, the submission, processing and resolution of the Vendor's claim is governed by the published rules adopted by the Texas Attorney General's Office, as currently effective, hereafter enacted or subsequently amended.

An event of claim for breach of contract is not grounds for the Vendor to suspend performance under this Agreement.

12. PUBLIC INFORMATION

- 12.1 Information, documentation, and other material in connection with this solicitation or any resulting contract are subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the Public Information Act).

13. ACCESS TO DOCUMENTS

- 13.1 Vendor/contractor will maintain records generated pursuant to Goods provided or Services rendered under to this PO for a period of at least two (2) years after submission of the last accounting report date on which Goods and/or Services were rendered, or until final resolution of any proceedings arising out of this PO, whichever date is later in time. Vendor/contractor will allow University access to such documents for audit and purposes.

14. AFFIRMATIVE ACTION

- 14.1 The Vendor shall not maintain or provide racially segregated facilities for employees at any establishment under his control. Vendor agrees to adhere to the principles set forth in Executive Orders 11246 and 11375, Section 503 of the Rehabilitation Act of 1973, and USC 2012 (Disabled Veterans and Veterans of the Vietnam Era), and to undertake specifically: to maintain employment policies and practices that affirmatively promote equality of opportunity for minority group persons and women; to take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment; to communicate this policy in both English and Spanish to all persons concerned within his company, and to discuss with the University the policies and practices relating to the Vendor's Affirmative Action program.

15. FUNDING OUT CLAUSE

- 15.1 The Texas Constitution prohibits obligations beyond the current fiscal year appropriations. This Purchase Order may be canceled at any time without penalty if legislative and/or University funds are not appropriated for goods or services obligated on the Purchase Order beyond the current fiscal year (September 1 through August 31 of any given year).

16. TERMINATION

- 16.1 The University may at any time by written notice suspend or cancel any purchase order or agreement or any part thereof without cause.
- 16.2 The University shall pay Vendor a reasonable cancellation charge, determined by the University in good faith, for work-in-process (not exceeding the price for cancelled items) to the extent Vendor's costs for such items cannot be mitigated.
- 16.3 Off-the-shelf items that are readily marketable and any rented facilities that can be readily rebooked shall not be subject to a cancellation charge.

17. SUSPENSION AND DEBARMENT

17.1 The vendor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the contract by any state or federal agency (Texas Government Code §2155.077).

18. FEDERAL FUNDS

18.1 The University is recipient of federal funds from various federal agencies. The University shall require Vendors to comply with all federal regulations relating to the use of federal funds. In addition, Vendor agrees to flow down all applicable clauses from OMB Circular A-110 to lower-tier subcontractors.

18.1.1 Prohibition of non-Segregated Facilities FAR 52.222.21

18.1.2 Equal Opportunity FAR 52.222.26 and Executive Order 11246 as amended by Executive Order 11375 and supplemented by 41CFR part 60

18.1.3 Copeland Anti-kickback Act (for construction and repair) 18 USC 874 as supplemented by Department of Labor regulations 29 CFR part 3

18.1.4 Davis-Bacon Act, as amended 40 USC 276a to a-7 and supplemented by Department of Labor regulations 29 CFR part 5.16.1.5 Anti-kickback procedures FAR 52.203-7

18.1.5 Restrictions on Subcontractor Sales to the Government FAR 52-203.6

18.1.6 Contract Work Hours and Safety Standards Act FAR 52.222.4

18.1.7 Rights to Inventions Made under a Contract or Agreement - 37 CFR part 401

18.1.8 Preference for Privately Owned U.S.-Flag Commercial Vessels - FAR 52.247-64

18.1.9 Preference for US Flag Carriers FAR 52.247-63

18.1.10 Hazardous Material Identification and Material Safety Data policy (when applicable) FAR 52.223-3

18.1.11 Filing of Patent Applications FAR 52.227-10

18.1.12 Patents Rights – Retention by the Contractor Short and Long Forms FAR 52.227-11, FAR 52.227.12 and FAR 52.227.13 Validation of Restrictive Markings on Technical Data SFAR 252.227-7037

18.1.13 Buy American Act – Supplies FAR 52.225-1

18.2 FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN \$2,500

18.2.1 Affirmative Action for Workers with Disabilities - 52.222-36 and Executive Order 11758

18.2.2 Occupational Safety and Health 29 USC 651

18.2.3 Service Contracts Act

18.2.4 Contract Work Hours and Safety Standards Act 40 USC 327-333

18.3 FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN \$10,000

18.3.1 Examination of Records by Comptroller General (if document was entered by negotiation FAR 52.215-1

18.3.2 Audit Negotiations (if document was entered by negotiation) FAR 52.215.2

18.3.3 Walsh-Healy Public Contracts Act FAR 52.222.20

18.3.4 Affirmative Action for Disabled Veterans and Vietnam of the Vietnam Era FAR 52.222-35

18.3.5 Employment Reports on Special Disabled Veterans and Vietnam of the Vietnam Era FAR 52.222-37

18.4 FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN \$25,000

18.4.1 Restrictions on Certain Foreign Purchases FAR 52.225-13

18.4.2 Responsibility for Supplies FAR 52.246-16

18.4.3 Debarment and Suspension. Executive Orders 12549 and 12689, FAR 52.209.5

18.5 FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN \$100,000

18.5.1 Clean Air Act– 42 USC 7401, et. seq and Executive Order 11738

18.5.2 Federal Water Pollution Control Act 33 USC 1251, et seq

18.5.3 Byrd Anti-Lobbying Amendment - 31 USC 1352

18.5.4 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions FAR 52.203-11

18.5.5 Limitations on Payments to Influence Certain Federal Transactions FAR 52.203-12

18.5.6 Audit and Records – Negotiation (Applies only if this was entered into by negotiation) FAR 52.215-2

18.5.7 Utilization of Small Business Concerns FAR 52.219-8

18.5.8 Notice and Assistance Regarding Patent and Copyright Infringements FAR 52.227.2

18.5.9 Authorization and Consent Patents and Copyrights 52.227-1

18.5.10 Subcontractor Cost or Pricing Data Modifications FAR 52.215-(10-13)

18.6 FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN \$500,000

18.6.1 Small Business Subcontracting Plan FAR 52.219-9

19. AMERICAN RECOVERY AND REINVESTMENT ACT FUNDING

19.1 This Purchase Order may be funded wholly or partially with federal funds subject to the American Recovery and Reinvestment Act of 2009 (ARRA). The vendor shall comply with all applicable provisions of ARRA, which may include, but are not limited to the provisions in Division A, Titles XV and XVI (e.g., audit provisions, whistleblower protection, and preferences for American products). Vendors may contact the Purchaser if they have questions about the funding provided on the Purchase Order.

20. LIABILITY FOR INJURY

20.1 Vendor shall defend, indemnify and hold the University harmless against liability for personal injury and property damage caused by items or services furnished hereunder by Vendor, its subcontractors and agents.

20.2 If the purchase order or agreement involves any provision of service to the University, Vendor shall procure and maintain the following insurance during the term of the purchase order or agreement (in addition to any additional policies required on a specific bid/proposal): (i) Commercial General Liability insurance including coverage for premises-operations, products-completed operations and personal injury in the amount of \$1,000,000 per occurrence and \$1,000,000 annual aggregate, (ii) Automobile Liability Insurance in the amount of **\$1,000,000 combined single limit, and (iii) Workers Compensation insurance.**

20.3 The Vendor shall provide the University's Purchasing department with certificates of insurance evidencing the required insurance prior to the effective date of any purchase order or agreement.

21. ADVANCED TECHNOLOGY CLAUSE

21.1 The Vendor expressly acknowledges that a state agency cannot expend funds in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the Vendor represents and warrants to University that the technology provided to University for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:

a. providing equivalent access for effective use by both visual and non-visual means;

b. presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and

c. being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this paragraph, the phrase 'equivalent access' means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

22. ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY POLICY

22.1 As authorized by Chapter 2054, Subchapter M of the Texas Government Code, the Texas Department of Information Resources ("DIR") has adopted rules (the "DIR Accessibility Rules") governing how Texas institutions of higher education are to develop, procure, maintain, and use "electronic and information resources" (or "EIRs") so that the EIRs may be accessed by individuals with disabilities. Such DIR Accessibility Rules are set forth in Title 1, Chapter 206, Rule §206.70 of the Texas Administrative Code and in Title 1, Chapter 213 of the Texas Administrative Code.

22.2 Vendors will be required to provide required documentation to evidence the accessibility of Electronic and Information Resources.

23. IRON OR STEEL PROJECTS

23.1 To the extent this purchase relates to a project as defined Tex. Gov't Code §2252.201(5) (a project to construct, remodel, or alter a building, structure, or infrastructure; to supply material for such a project; or to finance, refinance, or provide funds for such a project), and no exemption in Tex. Gov't Code §2252.203 applies, any iron or steel product produced through a manufacturing process and used in the project that is the subject of this purchase must be produced in the United States (as defined in Tex. Gov't Code §2252.201(4)).

24. ISRAEL BOYCOTT

24.1 Pursuant to Texas Gov't Code Section 2271.001, Vendor affirmatively states that it does not boycott Israel. Additionally, Vendor shall not engage in a boycott of Israel during the term of this Agreement.

25. VENDOR CERTIFICATION

25.1 Vendor certifies this purchase is not prohibited under Tex. Gov't Code §2261.252(b) and agrees that if Contractor's certification is or becomes untrue, this purchase order or related contract is void, and Vendor will not seek and waives its right to seek any legal or equitable remedy for past or future performance under this purchase order or related contract, including damages, whether under breach of contract, unjust enrichment, or any other legal theory; specific performance; and injunctive relief.

26. TTUS New Force Majeure Clause

26.1 Force Majeure. "Event of Force Majeure" means an event beyond the control of Contractor or University which prevents or makes a party's compliance with any of its obligations under this Contract illegal or impracticable, including but not limited to: act of God (including, without limitation, fire, explosion, earthquake, tornado, drought, and flood); war, act or threats of terrorism, hostilities (whether or not war be declared), invasion, act of enemies, mobilization, requisition, or embargo; rebellion, insurrection, military or usurped power, or civil war; contamination or destruction from any nuclear, chemical, or biological event; riot, commotion, strikes, go slows, lock outs, or disorder; epidemic, pandemic, viral outbreak, or health crisis; or directive of governmental authority. No party will be considered in breach of this Contract to the extent that performance of their respective obligations is prevented or made illegal or impracticable by an Event of Force Majeure that arises during the term (or after execution of the Contract but prior to the beginning of the term). A party asserting an Event of Force Majeure hereunder ("Affected Party") will give reasonable notice to the other party of an Event of Force Majeure upon it being foreseen by, or becoming known to, Affected Party. In the event of an Event of Force Majeure, Affected Party will endeavor to continue to perform its obligations under the Contract only so far as reasonably practicable.

27. TEXAS HEALTH AND SAFETY CODE

27.1 Contractor affirmatively states that it will comply with the requirements of Texas Health and Safety Code § 161.0085©.

28. EMERGENCY HEALTH AND SAFETY PROCEDURES

28.1 In the event of pandemic, epidemic, viral outbreak, health crisis, or other emergency ("Emergency"), University may, at its sole discretion, implement new or modified health and safety procedures in order to protect the health and safety of the University community. In the event of Emergency, Vendor or Contractor agrees to adhere to all such procedures and related directives from University when entering into and performing services on University campus.

29. Pursuant to Executive Order No GA—48, Contractor certifies that it, and, if applicable, its holding companies or subsidiaries, are not:

- a. Listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); or
- b. Listed in Section 1260H of the 2021 NDAA; or
- c. Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4; or
- d. Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4.