



TEXAS A&M UNIVERSITY – CORPUS CHRISTI
P.O. TERMS AND CONDITIONS

ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF PURCHASE
ANY EXCEPTIONS THERETO MUST BE IN WRITING

The following are the terms and conditions for Texas A&M University-Corpus Christi hereafter referred to as the TAMUCC.

1. VENDOR REQUIREMENTS

- 1.1 Vendors must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1.2 Pricing must be quoted on a “per unit” basis, extended as indicated. Any trade discounts included must be itemized and deducted from extended prices. Unit Prices shall govern in the event of extension errors. Vendor guarantees product or service offered will meet or exceed specifications included.
- 1.3 Purchases should be “F.O.B. destination, freight prepaid and allowed”. However, if vendor quoted freight otherwise, then face of order should show exact delivery cost and who bears cost if not included in unit price.
- 1.4 Prices are firm for within 30 days of the offer. Cash discounts were not considered in determining the best value. All cash discounts will be taken if earned.
- 1.5 Purchases made for TAMUCC use are exempt from the State Sales tax and Federal Excise tax. Excise Tax Exemption Certificate will be furnished by TAMUCC upon request.
- 1.6 TAMUCC reserves the right to accept or reject all or any part of any offer, waive minor technicalities and issue the purchase order to the vendor that best serves the interests of the State.
- 1.7 Consistent and continued tie offers could cause rejection of offers by TAMUCC and/or investigation for antitrust violations.

2. SPECIFICATIONS

- 2.1 Any catalogue, brand name or manufacturer’s reference used is descriptive only (not restrictive), and is used to indicate type and quality desired. Therefore, offers of brands of like nature and quality were considered unless otherwise specified. Vendor will be required to furnish brand names, numbers, etc., as specified on the purchase order unless noted otherwise at time of offer.
- 2.2 All items shall be new and unused, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated.
- 2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 2.4 TAMUCC will not be bound by any oral statement or representation contrary to the terms and conditions of this purchase.
- 2.5 Manufacturer’s standard warranty shall apply unless otherwise stated.

3. DELIVERY

- 3.1 Order delivery time as shown on the face of the purchase order reflects the number of days required to place material in TAMUCC receiving designated location under normal conditions. Failure of vendor to state delivery time obligates supplier to complete delivery in 14 calendar days.
- 3.2 If delay is foreseen, supplier shall give written notice to TAMUCC. TAMUCC has the right to extend delivery date if reasons appear valid. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes TAMUCC to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting supplier.
- 3.3 No substitutions or cancellation permitted without written approval of the Texas A&M University-Corpus Christi Purchasing Department.
- 3.4 Delivery shall be made during normal working hours only, unless prior approval for late delivery has been obtained from TAMUCC.

4. INSPECTION AND TESTS

All goods will be subject to inspection and test by TAMUCC to the extent practicable at all times and places. Authorized TAMUCC personnel shall have access to any supplier’s place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted or on samples taken from regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the cost of the testing shall be borne by the supplier. Goods which have been delivered and rejected in whole or in part may, at TAMUCC’s option, be returned to the supplier or held for disposition at supplier’s risk and expense. Latent defects may result in revocation of acceptance.

5. AWARD OF CONTRACT

A response to an Invitation for Bid is an offer to contract with TAMUCC based upon the terms, conditions and specifications contained herein. Offers do not become contracts until they are accepted and an authorized purchase order is issued. The contract shall be governed, construed and interpreted under the laws of the State of Texas.

6. **PAYMENT** Supplier shall submit one copy of an itemized invoice showing order number and TAMUCC purchase order number. TAMUCC will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services on an uncontested invoice.

7. PATENTS OR COPYRIGHTS

The supplier agrees to protect TAMUCC from claims involving infringement of patents or copyrights.



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8. SUPPLIER ASSIGNMENTS

Supplier 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).

9. BIDDER AFFIRMATION

By accepting this order, the vendor affirms any false statement is a material breach of contract and shall void the submitted quote or any resulting contracts, and the vendor shall be removed from all bid lists. By signature hereon affixed, the vendor hereby certifies that:

- 9.1 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 submitted bid.
- 9.2 The vendor is not currently delinquent in the payment of any franchise tax owed the State of Texas.
- 9.3 Pursuant to Section 2155.004 Government Code, relating to 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 acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- 9.4 Neither the vendor nor the firm, corporation, partnership or institution represented by the vendor, or anyone acting for such firm, corporation, partnership or institution has violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce code, or the Federal Antitrust Laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
- 9.5 The vendor had not received compensation for participation in the preparation of the specifications for order.
- 9.6 The supplier 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, from any acts or omissions of supplier or any agent, employee, subcontractor, or supplier of supplier in the execution or performance of this purchase order.
- 9.7 Vendor hereby agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
- 9.8 Vendor certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with an executive of a state agency, Vendor represents that no person who, in the past four years, served as an executive of the Texas Comptroller of Public Accounts, Texas A&M University-Corpus Christi or any other state agency, was involved with or has any interest in this bid or any contract resulting from this bid. If vendor employs or has used the services of a former executive head of Texas A&M University-Corpus Christi or other state agency, then Respondent shall provide the following information: relating to contracting with executive head of a State Agency.

Name of Former Executive: _____
Name of State Agency: _____
Date of Separation from State Agency: _____
Position with Vendor: _____
Date of Employment with Vendor: _____

- 9.9 Vendor agrees to comply with Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.
- 9.10 Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor’s Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor’s Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract awards.
- 9.11 Vendor represents and warrants (“EIR Accessibility Warranty”) that the electronic and information resources and all associated information, documentation, and support that it offers to provide to TAMUCC under this purchase order (collectively, the “EIRs”) comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206, Rule §206.70 of the Texas Administrative Code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code.) To the extent vendor becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then vendor represents and warrants that it will, at no cost to TAMUCC, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that vendor is unable to do so, then TAMUCC may terminate this Agreement and vendor will refund to TAMUCC all amounts TAMUCC has paid under this purchase order within thirty (30) days after the termination date.



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10. NOTE TO VENDORS

Any terms and conditions attached to a quote will not be considered unless the vendor specifically refers to them in the quote. WARNING: Such terms and conditions may result in disqualification of the quote, (e.g. quotes with the laws of a State other than Texas, requirements for prepayment, limitations on remedies, etc.)

11. PUBLIC INFORMATION ACT

- (a) Contractor acknowledges that TAMU-CC is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.
- (b) Upon TAMU-CC's written request, Contractor will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under chapter 552, Texas Government Code, to Texas A&M University – Corpus Christi in a non-proprietary format acceptable to TAMU-CC. As used in this provision, "public information" has the meaning assigned Section 552.002, *Texas Government Code*, but only includes information to which TAMU-CC has a right of access.
- (c) Contractor acknowledges that TAMU-CC is required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.

12. TEXAS FAMILY CODE SECTION 231.006

Ineligibility to Receive State Grants or Loans, or Receive Bids or Payments on State Contracts.

- (a) A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to:
 - (1) receive payments from state funds under a contract to provide property, materials, or services; or
 - (2) receive a state-funded grant or loan.
- (b) A child support obligor or business entity ineligible to receive payments under Subsection (a) remains ineligible until:
 - (1) all arrearages have been paid; or
 - (2) the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.
- (c) Pursuant to Section 231.006 (c), Family Code, quote should include name and Social Security number of each person with at least 25% ownership of the business entity submitting the quote. Vendors that have pre-registered this information on the TPASS Centralized Master Bidders List have satisfied this requirement. If not pre-registered, attach name & Social Security number for each person. Otherwise this information must be provided prior to contract award.
- (d) "Pursuant to Section 231.006, Family Code, re: child support, the vendor certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledge that this contract may be terminated and payment may be withheld if this certification is inaccurate."
- (e) If a State Agency determines that an individual or business entity holding a state contract is ineligible to receive payment under Section (a) the contract may be terminated.
- (f) If the certificate required under Subsection (d) is shown to be false, the vendor is liable to the State for attorney's fees, the costs necessary to complete the contract, including the cost of advertising and awarding a second contract, and any other damages provided by law or contract.

Added by Acts 1995, 74th Leg., ch. 20, Sec. 1, eff. April 20, 1995.

Amended by Acts 1995, 74th Leg., ch. 751, Sec. 82, eff. Sept. 1, 1995.

13. DISPUTE RESOLUTION

To the extent that Chapter 2260, Texas Government Code, is applicable to this contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Texas A&M University-Corpus Christi and contractor to attempt to resolve any claim for breach of contract made by contractor that cannot be resolved in the ordinary course of business. The Director of Purchasing of Texas A&M University-Corpus Christi shall examine contractor's claim and any counterclaim and negotiate with contractor in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the execution of this contract by Texas A&M University-Corpus Christi nor any other conduct, action or inaction of any representative of Texas A&M University-Corpus Christi relating to this Contract constitutes or is intended to constitute a waiver of Texas A&M University-Corpus Christi or the state's sovereign immunity to suit; and (ii) Texas A&M University-Corpus Christi has not waived its right to seek redress in the courts."