

PRAIRIE VIEW A&M UNIVERSITY
PURCHASE ORDER
TERMS AND CONDITIONS

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 Unless otherwise specified, items shall be new and unused and of current production.
- 1.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 1.4 Prairie View A&M University (PVAMU) will not be bound by any oral statement of representation contrary to the written specifications of this Purchase Order.
- 1.5 Applicable Manufacturer's standard warranty shall apply unless otherwise stated in a corresponding Invitation for Bid (IFB).

2. DELIVERY

- 2.1 If delay is foreseen, vendor shall give written notice to PVAMU. Vendor must keep PVAMU advised at all times of status of order. Default of promised delivery (without accepted reasons) or failure to meet specifications authorizes PVAMU to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.
- 2.2 No substitutions are permitted without written approval of PVAMU.
- 2.3 Delivery shall be made during normal working hours only, unless prior approval has been obtained from PVAMU.
- 2.4 Each shipment must be accompanied by a packing slip which shows the PVAMU Purchase Order number and the description, quantity shipped and any backordered quantity for each item shipped. Each package must be clearly marked with the destination address and PVAMU Purchase Order number.

3. AWARD OF CONTRACT

- 3.1 This Purchase Order is a contract between the Vendor and PVAMU. The terms and conditions of this Purchase Order, and if applicable, an accompanying Invitation for Bid and other written contract constitute the entire written agreement between the Vendor and PVAMU. This contract shall be governed, construed and interpreted under the laws of the State of Texas as the same may be amended from time to time. Any legal actions must be filed in Waller County, Texas.
- 3.2 **FUNDING OUT:** This contract is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature.

4. PAYMENT

- 4.1 Vendor shall submit one copy of an itemized invoice showing PVAMU Purchase Order number. PVAMU will incur no penalty for late payment if made in 30 or fewer days from receipt of goods or services and an uncontested invoice.

5. PATENTS OR COPYRIGHTS

- 5.1 The vendor agrees to protect PVAMU from claims involving infringement of patents or copyrights.

6. VENDOR ASSIGNMENTS

- 6.1 Vendor hereby assigns to PVAMU any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et. Seq. (1973), and the antitrust laws of the State of Texas, TEX Bus. & Comm. Code Ann. Sec. 15.01, et. Seq. (1967).

7. VENDOR AFFIRMATION

- The vendor acknowledges that any false statement made by the vendor, whether communicated verbally or in writing, constitutes a material breach of contract and shall void, if applicable, any submitted bid or any resulting contracts, and the vendor shall be removed from all vendor lists. By accepting this purchase order and providing the goods and services indicated herein, the vendor hereby certifies that:
- 7.1 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 this purchase order
 - 7.2 The vendor is not currently delinquent in the payment of any franchise tax owed the State of Texas.

- 7.3 Neither the vendor nor the firm, corporation, partnership or institution represented by the vendor, or anyone acting for such firm, corporation or institution, has violated the antitrust laws of this State, or the Federal Antitrust Laws (see Section 6 above).
- 7.4 The vendor has not received compensation for participation in the preparation of the specification for this purchase order.
- 7.5 Pursuant to Section 231.008 (d), Family Code re: child support, the vendor certifies that the individual or business entity named in this Purchase Order is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- 7.6 Pursuant to Section 2155.004 Government Code the vendor certifies that the individual or business entity name in this purchase order is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- 7.7 The Vendor shall defend, indemnify, and hold harmless the State of Texas, PVAMU 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.
- 7.8 Vendor agrees that any payment due under this contract will be applied towards eliminating any debt or delinquency, regardless of when it arises, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
- 7.9 Vendor agrees to comply with Government Code 2155.4441, pertaining to ~~service contract use of products in the State of Texas.~~
- 7.10 The terms and conditions of this purchase order may not be amended unless agreed to in writing between vendor and PVAMU.

8. DISPUTE RESOLUTION

The dispute resolution process provided for in Chapter 2260, Texas Government Code, and related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by PVAMU and Vendor to attempt to resolve any claim for breach of contract made by Vendor that cannot be resolved in the ordinary course of business. Vendor shall submit written notice of a claim of breach of contract under this Chapter to Vice President of Business Affairs of PVAMU, who shall examine Vendor's claim and any counterclaim and negotiate with Vendor in an effort to resolve the claim.

9. NON-WAIVER

Vendor expressly acknowledges that PVAMU is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by PVAMU of its right to claim such exemptions, privileges, and immunities as may be provided by law.

10. STATE AUDITOR'S OFFICE

Vendor understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. Vendor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Vendor will include this provision in all contracts with permitted subcontractors.