

# TEXAS TECH UNIVERSITY SYSTEM/TEXAS TECH UNIVERSITY PURCHASE ORDER TERMS AND CONDITIONS

## 1. DEFINITIONS

- 1.1 Amendment: An agreed addition to, deletion from, correction, or modification of a Contract signed by all authorized parties. An Amendment may include a renewal or extension of a Contract.
- 1.2 Change Order: A written alteration that is issued to modify or amend a Purchase Order.
- 1.3 Construction Project: Major Construction Project (total project budget \$2,000,000 or more) and minor Construction Project (total project budget less than \$2,000,000).
- 1.4 Contract: A legally binding written agreement executed between TTUS and a third party in which the parties agree to perform in accordance with the obligations therein. Contracts include, but are not limited to: letter agreements, co-operative agreements, memorandums of understanding (MOU), Interagency Contracts, Interlocal Contracts, easements, licenses, leases, and Purchase Orders. TTUS *Regents' Rules* Chapter 07.
- 1.5 Contractor: An entity or individual that has a Contract to provide Goods or Services to TTUS.
- 1.6 Employees: means officers, faculty, and staff of TTUS.
- 1.7 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.
- 1.8 Goods: Supplies, materials, or equipment as defined in Texas Government Code § 2155.001. Goods do not include Services or real property.
- 1.9 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.
- 1.10 Historically Underutilized Business (HUB): A for-profit entity with its principal place of business in the State of Texas that is at least 51% owned by a Black American, Hispanic American, woman, Asian Pacific American, Native American or disabled veteran as defined in Texas Government Code § 2161.001. See also Texas Comptroller HUB website.
- 1.11 Procurement (Procure): Purchasing, renting, leasing, or otherwise acquiring any Goods and Services, including all functions that pertain to the acquisition through Contract Close-out.
- 1.12 Proposal: A Response to a Request for Proposals (RFP) and intended to be used as a basis to negotiate a Contract award.
- 1.13 Purchase Order: A legal document issued to a Contractor which formalizes the terms and conditions of any purchase of Goods or Services.
- 1.14 Quote: A document setting forth an Offer to sell Goods or Services at a certain price under specified conditions.
- 1.15 Response: A submission to TTUS from a potential Contractor in response to a Solicitation.
- 1.16 Scope of Work (or "SOW"): A detailed, written description of the conceptual requirements contained within the Specifications.
- 1.17 Service(s): The furnishing of labor, time, and effort by a Contractor, including a Construction Project, which may involve to a lesser degree, the delivery or supply of Goods.
- 1.18 Solicitation: A method or process used to obtain Responses for the purpose of gathering information or entering into a Contract.
- 1.19 Specification(s): Description of the requirements for Goods or Services including the Scope of Work, to be fulfilled by a Contractor.
- 1.20 Subcontractor: An individual or business entity retained by a Contractor to perform part of a Contractor's duties under a Contract.
- 1.21 TTUS shall mean either Texas Tech University System or Texas Tech University, both institutions of higher education in the State of Texas.

## 2. ACCEPTANCE

- 2.1 This Purchase Order is an offer by TTUS to purchase Goods or Services (as applicable) from the Contractor in accordance with and subject to the terms herein. This Purchase Order is binding when it is accepted by Contractor. Contractor will be deemed to have accepted this Purchase Order when it (i) sends TTUS notice of acceptance in writing, (ii) starts to perform the Services in accordance with the terms of this Purchase Order, and/or (iii) delivers any or all of the Goods covered by this Purchase Order, whichever occurs first. TTUS may withdraw this Purchase Order at any time before it is accepted by Contractor. No Contract will exist except as herein provided.
- 2.2 Contractor's acceptance is expressly limited to the terms herein. Any Proposal, Scope of Work, Quote, invoice, acknowledgement or other communication issued by Contractor in connection with, or otherwise incorporated by reference into this Purchase Order will be for the purposes of describing in greater detail the Goods or Services (as applicable) to be provided and any terms or conditions set forth in such communication from the Contractor will not apply to this Purchase Order and will not be considered to be Contractor's exceptions to these terms. Any additional or different terms proposed by Contractor (including, without limitation, any terms contained in any document incorporated by reference into this Purchase Order) are objected to and rejected and will be deemed a material alteration hereof, unless expressly assented to in writing by TTUS. Furthermore, TTUS will not be bound by, any "disclaimers" or "click to approve" terms or conditions now or hereafter contained in any website used by TTUS in connection with the Goods or Services (as applicable) or this Purchase Order.
- 2.3 This Purchase Order, together with any documents agreed to by the parties, incorporated by reference and executed by Contractor and TTUS, constitute the sole and entire agreement of the parties with respect to the purchase and sale of the Goods or Services (as applicable), and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of this Purchase Order.
- 2.4 Contractor agrees that it will comply with federal, state, or local laws or regulations applicable to Contractor's performance under the Purchase Order. Contractor further agrees that it will comply with applicable TTUS Operating Policies and Procedures located at <http://www.depts.ttu.edu/opmanual/>.
- 2.5 Neither the Purchase Order nor any of the rights and obligations of TTUS hereunder may be assigned or transferred by Contractor without the prior written consent of TTUS. The Purchase Order will be binding upon and inure to the benefit of parties and their respective successors and permitted assigns and no other person will have any right, obligation or benefit hereunder. Any attempted assignment or transfer in violation of this section will be void.
- 2.6 All communications related to this Purchase Order must be in writing and delivered to the following address: Texas Tech University, Procurement Services, Box 41094, Lubbock, Texas 79409-1094, emailed to [techbuy.purchasing@ttu.edu](mailto:techbuy.purchasing@ttu.edu), or hand delivered to TTUS, Procurement Services, Drane Hall, Room 347, 15th Street and University Avenue, Lubbock, Texas 79409-1094. The Contractor must provide this Purchase Order number for reference purposes.

## 3. SPECIFICATIONS

- 3.1 Unless otherwise provided in the Quote or Specifications or agreed upon in writing by the parties, all Goods must be new, unused and, of current production.
- 3.2 Any electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC, or NEMA.
- 3.3 Samples, when requested, will be furnished without expense to TTUS. If not destroyed in examination, samples will be returned to the Contractor, on request, at Contractor's expense. Samples requiring return must be identified with Contractor's name and address.

## 4. DELIVERY, INSPECTIONS, AND TESTS

- 4.1 Delivery of the Goods (if any) covered by this Purchase Order will be made F.O.B. destination, freight prepaid, if from U.S. locations and DAP or DDP, if from international locations, (in accordance with Incoterms 2010) unless otherwise agreed in writing by the TTUS Managing Director of Procurement Services or his/her designee.
- 4.2 Time is of the essence in the rendering of Services and delivery of Goods under this Purchase Order. Contractor will deliver the Goods and/or perform the Services (as applicable) on the date(s) specified in the Specifications, the Quote, or on this Purchase Order (the "Delivery Date"). If no Delivery Date is specified, Contractor will deliver the Goods or Services (as applicable) within thirty (30) days of Contractor's receipt of the Purchase Order (which date will be the Delivery Date). Timely delivery of the Goods or Services (as applicable) is of the essence. If Contractor fails to deliver the Goods or Services (as applicable) in full on the Delivery Date, TTUS may terminate the Purchase Order immediately by providing written notice to Contractor and Contractor will indemnify TTUS against any losses, claims, damages, and reasonable costs and expenses directly attributable to Contractor's failure to deliver the Goods or Services (as applicable) on the Delivery Date. In addition, TTUS has the right to return any Goods delivered prior to the Delivery Date at Contractor's expense and Contractor will redeliver such Goods on the Delivery Date.
- 4.3 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.
- 4.4 Delivery must be made during normal working hours only, unless prior written approval has been obtained from TTUS. No collect shipments will be accepted.
- 4.5 If delay is foreseen, Contractor shall give written notice to TTUS Procurement Services. Contractor must keep TTUS advised at all times of status of order. Default in promised Delivery Date (without accepted reasons) or failure to meet Specifications authorizes TTUS to Procure Goods or Services (as applicable) elsewhere and charge any increase in cost and handling to defaulting Contractor.
- 4.6 Title to the Goods covered by the Purchase Order (if any) passes to TTUS upon delivery of the Goods to the Delivery Location (the ship-to address provided on this Purchase Order). Delivery of the Goods is not complete until such Goods have actually been received and accepted by TTUS. Contractor bears all risk of loss or damage to the Goods until delivery of the Goods to the Delivery Location.
- 4.7 Contractor 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.
- 4.8 TTUS shall have 30 days after receipt of any Goods or completion of Services to inspect the Goods or Services rendered by Contractor. All Goods or Services (as applicable) are subject to TTUS's right of inspection and rejection on or after the Delivery Date. TTUS, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are defective or otherwise do not conform to the descriptions and Specifications delivered in connection with the Purchase Order or otherwise communicated to Contractor in writing. If TTUS rejects any portion of the Goods or Services (as applicable), TTUS has the right, effective upon written notice to Contractor, to: (i) rescind the Purchase Order in its entirety; (ii) accept the defective and/or non-conforming Goods or Services (as applicable) at a reasonably reduced Price; or (iii) reject the non-conforming Goods or Services (as applicable) and require the replacement or re-performance (as applicable).
- 4.9 If TTUS requires replacement or re-performance of non-conforming Goods or Services (as applicable), Contractor will, at its expense, promptly replace or re-perform the non-conforming Goods or Services (as applicable) and pay for all related expenses, including, but not limited to, transportation charges for the return of the non-conforming Goods and the

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delivery of replacement Goods. If Contractor fails to timely deliver replacement Goods or re-perform Services (as applicable), TTUS may replace the non-conforming Goods or Services (as applicable) with Goods or Services (as applicable) from a third party and charge Contractor the cost and terminate the Purchase Order for cause.

- 4.10** Any inspection or other action by TTUS under this section will not reduce or otherwise affect Contractor's obligations under this Purchase Order, and TTUS will have the right to conduct further inspections after Contractor has carried out its remedial actions. Acceptance by TTUS will not occur unless and until (i) with respect to Goods installed by Contractor, any acceptance tests or programs described in the Purchase Order or attachments thereto are completed to TTUS's satisfaction, as evidenced by a written acceptance signed by TTUS, (ii) with respect to any Services performed by Contractor, such Services are completed to TTUS's satisfaction, as evidenced by a written acceptance signed by TTUS, or (iii) with respect to Goods not installed by Contractor, TTUS has not notified Contractor, within thirty (30) days following receipt of the Goods by TTUS, that Goods are defective or otherwise do not conform to Specifications.
- 4.11** No inspection, tests, approval (including design approval), or acceptance of Goods or Services (as applicable) shall relieve Contractor from responsibility for latent defects, material misstatements or omissions, or Contractor's warranty obligations.
- 4.12** Manufacture or production of Goods subject to TTUS approval of a prototype, sample, or design shall not proceed until such written approval by TTUS is given.
- 4.13** No substitutions for Goods are permitted without written approval of TTUS Procurement Services.
- 4.14** Purchase Orders not fulfilled within six months from the Purchase Order receipt date are null and void unless otherwise agreed upon in writing by the parties.
- 5. HAZARDOUS SUBSTANCE**
- 5.1** Contractor shall comply with all federal and state environmental laws.
- 5.2** Contractor shall notify TTUS in writing of all chemicals, equipment, and supplies proposed or used by Contractor in performance of this Purchase Order on TTUS property that contains Hazardous Substances or substances for which the law requires a Material Safety Data Sheet (MSDS). Such notification shall be given upon receipt of this Purchase Order by the Contractor or in all cases prior to arrival of such substances on TTUS property and shall include, at a minimum, information regarding the hazardous substance including but not limited to MSDS and product labeling as required by Texas Health and Safety Code, Chapter 502.
- 5.3** The Contractor shall comply with 6 CFR Part 27, Chemical Facility Anti-terrorism Standards. Notifications shall be presented to TTUS when required.
- 6. WARRANTIES**
- 6.1** With respect to all Goods (if any) to be delivered under this Purchase Order, Contractor warrants to TTUS that such Goods will (i) be merchantable, (ii) free from any defects in workmanship, materials and design, (iii) be manufactured, packaged, labeled, handled, shipped and stored by Contractor or its agent in a good and workman-like manner at quality levels consistent with industry standards and in accordance with all applicable Specifications, drawings, designs, samples and other requirements specified by TTUS, (iv) be fit, safe and effective for their intended uses and purposes, and operate as intended, (v) be free and clear of all liens, security interests or other encumbrances; and (vi) not infringe or misappropriate any patent, trademark or copyright issued or granted by the United States or any other intellectual property rights of any third party.
- 6.2** With respect to all Services (if any) to be performed under this Purchase Order, Contractor warrants to TTUS that (i) Contractor will perform the Services using personnel of requisite skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and in accordance with any and all Specifications, (ii) Contractor will devote adequate resources to meet its obligations under this Purchase Order, and (iii) Contractor's performance of the Services will not infringe or misappropriate any patent, trademark, or copyright issued or granted by the United States or any other intellectual property rights of any third party.
- 6.3** Contractor further warrants to TTUS that (i) Contractor's acceptance of, or performance under, this Purchase Order does not result in a conflict of interest between Contractor or any third party, (ii) Contractor has the full legal right to provide all Goods or Services (as applicable), and that there is no claim, litigation or proceeding pending or to its knowledge threatened against Contractor with respect to such Goods or Services (as applicable), or any component thereof, alleging infringement of any patent or copyright or violation of any trade secret or any other proprietary right of any person, and (iii) Contractor will obtain and maintain all permits, licenses, and consents required in connection with its performance under this Purchase Order.
- 6.4** All warranties set forth in these terms and conditions will remain in effect for a period of one (1) year from the date of acceptance of the Goods or Services (as applicable) by TTUS, and will not be deemed waived by reason of TTUS's receipt, inspection, or acceptance of, or by payment for, the Goods or Services (as applicable).
- 6.5** The warranties expressed in these terms will be in addition to and cumulative with all express warranties provided by Contractor or implied warranties by law or equity (collectively, the "Warranties"). It is the intent of TTUS and Contractor that if any Warranties are held to be inconsistent, TTUS may, at any time, including in the course of a suit for breach, select which Warranty will be excluded from this Purchase Order.
- 6.6** All Warranties will run to TTUS, its customers and subsequent owners of the Goods or Services (as applicable) to which they relate. There are no exclusions, limitations, or disclaimers of warranty other than those that may be expressly recited in these terms. All Warranties will be construed liberally in favor of TTUS.
- 6.7** Notice of breach of warranty may be given orally or in writing; said notice need not include a clear statement of all objections that will be relied upon by TTUS as the basis for breach. All Warranties will be construed as conditions as well as promises.
- 7. PAYMENT TO CONTRACTORS**
- 7.1** In accordance with Texas Government Code Chapter 2251, TTUS's payment terms are thirty (30) days for undisputed invoices unless agreed upon in writing by the Managing Director of Procurement Services prior to issuance of the Purchase Order. TTUS may provide more favorable payment terms for electronic payment options as agreed upon in writing by the parties.
- 7.2** The late payment rate established annually by the State of Texas shall be applicable after thirty (30) days.
- 7.3** Invoices must reference the Purchase Order number or they will be returned to the Contractor unpaid.
- 7.4** Final invoices must be submitted within sixty (60) days after completion of the Services or delivery of the Goods.
- 7.5** As an agency of the State of Texas, TTUS qualifies for exemption from state and local sales and use taxes pursuant to the provisions of the Texas Limited Sales, Excise, and Use Tax Act. Contractor may claim exemption from payment of applicable state taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts.
- 7.6** Invoices must be addressed and emailed to payment.services@ttu.edu unless specifically instructed otherwise in writing. Failure to do so will delay payment.
- 7.7** If Contractor is a taxable entity as defined by Chapter 171, Texas Tax Code, Contractor certifies that it is not currently delinquent in the payment of any taxes due, that Contractor is exempt from the payment of those taxes, or that Contractor is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.
- 8. PATENTS OR COPYRIGHTS**
- 8.1** The Contractor agrees to defend, indemnify, and hold harmless TTUS and the State of Texas from claims involving infringement of any third party intellectual property or proprietary rights with respect to Services performed by Contractor, or Goods supplied by Contractor (including, without limitation, with respect to Contractor's manufacture and/or TTUS's use or possession thereof).
- 9. PUBLIC INFORMATION**
- 9.1** All information, documentation and other material submitted by Contractor under any Solicitation and for this Purchase Order are subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552). Contractor is hereby notified that TTUS strictly adheres to this statute and the interpretations thereof rendered by the Courts and the Texas Attorney General. TTUS will use its best efforts to maintain the confidentiality of all Contractor submitted information except where TTUS is required to disclose it under the Act. The Texas Attorney General will ultimately decide whether a Contractor's proprietary information (such as financial information, client lists, etc.) is released to the public, however TTUS will give Contractor notice of all requests for its proprietary information in accordance with the Act. TTUS cannot represent Contractor's interests to the Texas Attorney General and Contractor seeking to protect their proprietary information will be required to submit a letter, brief, or memorandum to the Attorney General with reasons in support of withholding their information. Please note that in general, pricing information will be disclosed under the Public Information Act. If Contractor has further questions regarding the Public Information Act, it should seek appropriate legal counsel.
- 10. ACCESS TO DOCUMENTS**
- 10.1** Contractor will maintain records generated pursuant to Goods provided or Services rendered under to this Purchase Order for a period of at least four years after submission of the last accounting report date on which Goods or Services (as applicable) were rendered, or until final resolution of any proceedings arising out of this Purchase Order, whichever date is later in time. Contractor will allow TTUS access to such documents for audit and purposes.
- 11. AUDIT**
- 11.1** Contractor understands that acceptance of funds under this Purchase Order 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 TTUS, 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 Subcontractor agreements.
- 11.2** TTUS has the right, at TTUS's sole cost, to audit Contractor's financial records pertaining to the Purchase Order for the preceding 12-month period either using TTUS's personnel or an independent third party. TTUS will complete such audit at Contractor's office, on reasonable advance notice, and on dates and times mutually agreed to by the parties. If the audit reveals Contractor owes TTUS money, Contractor will pay the amount due within 30 days of the date TTUS notifies Contractor of the audit results. If the audit reveals TTUS owes Contractor money, TTUS will pay Contractor within 30 days of the date the audit is complete.
- 12. INDEMNITY AND LIMIT ON LIABILITY**
- 12.1** Contractor agrees to indemnify, defend, and hold harmless TTUS, its Board of Regents, and its officers, officers, agents, employees, and personnel from and against any and all claims, demands, causes of action, losses, damages, direct and indirect costs and expenses or other liability (including costs of product recall), including reasonable attorneys' fees, arising out

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of or resulting in any way from (i) Contractor's manufacture and/or supply of Goods to TTUS, (ii) Contractor's performance of Services, (iii) any defect in the Goods, (iv) the negligence or willful misconduct of Contractor, its agents or employees, (v) any claim for bodily injury or death, damage to property or any claim by an employee or subcontractor of Contractor for wages and benefits, (vi) Contractor's breach of any representation, warranty, covenant or other obligation hereunder, and/or (vii) the infringement of any third party proprietary rights with respect to Services performed by Contractor, or Goods supplied by Contractor (including, without limitation, with respect to Contractor's manufacture and/or TTUS's use or possession thereof).

- 12.2 Contractor's obligation to indemnify will survive the expiration or termination of the Purchase Order by either party for any reason. Contractor may, at its option, conduct the defense of any third party action and TTUS will cooperate with Contractor's defense as reasonably requested and allowable under Texas law. If the use or sale of any Goods is enjoined as a result of any action or proceeding, in addition to such other rights or remedies that TTUS may have hereunder or by law, Contractor, at no expense to TTUS, will obtain for TTUS and its customers the right to use and sell said item, or will substitute an equivalent item, acceptable to TTUS, and extend this indemnity with respect to such item. In the event that Contractor is unable to secure such rights of use or to secure an equivalent item as a substitute for TTUS or its customers, Contractor will indemnify TTUS and its customers for any and all losses or damages sustained by reason of such injunction.
- 12.3 TTUS SHALL NOT BE LIABLE TO CONTRACTOR OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) RESULTING FROM TTUS' PERFORMANCE OR ANY FAILURE TO PERFORM HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR BENEFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
13. **ADVANCED TECHNOLOGY CLAUSE**
- 13.1 Contractor expressly acknowledges that funds may not be expended in connection with the Procurement of electronic and information resources (EIR) unless that EIR meets certain statutory requirements relating to accessibility as required by Texas Administrative Code (TAC) 206 and 213. Accordingly Contractor represents and warrants to TTUS that the EIR provided to TTUS complies with the accessibility requirements as outlined in TAC 206 and 213 by providing (1) a completed Voluntary Product Accessibility Template (VPAT) attesting to the EIR's accessible features and capabilities or (2) providing a similarly formatted document as the VPAT attesting to the EIR's accessible features and capabilities.
14. **CERTIFICATIONS**
- 14.1 Under §§ 2155.004 and 2155.006 of the Texas Government Code and § 231.006 of the Texas Family Code, Contractor certifies that the individual or business entity named in this Purchase Order is not ineligible to sign a Contract with TTUS and acknowledges that this Purchase Order may be terminated and payment withheld if this certification is inaccurate.
- 14.2 Texas Family Code Child Support Certification. To the extent applicable, Contractor certifies as follows: "Under § 231.006, Texas Family Code, the Contractor certifies that the individual or business entity named in this Purchase Order is not knowingly ineligible to receive the specified payment and acknowledges that if this certification is inaccurate, it will be considered a breach of the terms of this Purchase Order.
- 14.3 Sales Tax Certification. To the extent applicable, "Under § 2155.004, Texas Government Code, Contractor certifies that the individual or business entity named in this Purchase Order is not knowingly ineligible to receive the specified Contract and acknowledges that if this certification is inaccurate, it shall be considered a breach of this Purchase Order.
- 14.4 Franchise Tax Certification. Pursuant to Article 2.45, Texas Business Corporation Act a corporate or limited liability company Contractor certifies that it is not knowingly currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the Texas Tax Code, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable. Contractor acknowledges and agrees that if this certification is knowingly false or inaccurate, it shall be considered a breach of the terms of this Purchase Order.
- 14.5 Payment of Debts to the State of Texas. Pursuant to § 403.055(h), Texas Government Code, Contractor agrees that any payments owing to Contractor under this Purchase Order may be applied towards any debt or delinquent taxes that Contractor owes the State of Texas or any agency of the State of Texas, if any, until such debt or delinquent taxes are paid in full
15. **FEDERAL FUNDS**
- TTUS has entered into a Contract with either the U.S. government, or another entity who has entered into a Contract with the U.S. government. The Contractor shall comply with all federal regulations relating to the performance of Services or deliverables provided for in this Purchase Order. In addition, Contractor agrees to flow-down all applicable clauses to lower-tier subcontractors.
16. **FEDERAL REQUIREMENTS ON ALL PURCHASES**
- 16.1 Security Requirements (applicable if access to classified material is involved) FAR 52.204-2
- 16.2 Equal Employment Opportunity - Executive Order 11246 as amended by Executive Order 11375 and supplemented by 41CFR part 60
- 16.3 Copeland Anti-kickback Act (for construction and repair) 18 USC 874 as supplemented by Department of Labor regulations 29 CFR part 3
- 16.4 Davis-Bacon Act, as amended 40 USC 276a to a-7 and supplemented by Department of Labor regulations 29 CFR part 5
- 16.5 Contract Work Hours and Safety Standards Act 40 USC 327-333 and supplemented by Department of Labor regulations 29 CFR part 5.
- 16.6 Rights to Inventions Made under a Contract or Agreement - 37 CFR part 401
- 16.7 Preference for Privately Owned U.S.-Flag Commercial Vessels - FAR 52.247-64
- 16.8 Hazardous Material Identification and Material Safety Data policy (when applicable) FAR 52.223-3
- 16.9 Filing of Patent Applications - Classified Subject Matter FAR 52.227-10
- 16.10 Patents Rights - Ownership by Contractor and Government FAR 52.227-11 and 52.227.13
- 16.11 Rights in Data - General FAR 52.227-14
- 16.12 Authorization and Consent Patents and Copyrights 52.227-1
- 16.13 Notice and Assistance Regarding Patent and Copyright Infringements FAR 52.227.2
- 16.14 Buy American Act - Supplies FAR 52.225-3
- 16.15 Government Property FAR 52.245-5
- 16.16 Notice of Radioactive Materials FAR 52.223-7
- 16.17 Privacy Act FAR 52.224-2
17. **FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN \$2,500**
- 17.1 Restrictions on Certain Foreign Purchases FAR 52.225-13
- 17.2 McNamara -O' Hara Service Contracts Act 41 U.S.C. 351 *et seq.*
18. **FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN \$10,000**
- 18.1 Prohibition of Segregated Facilities FAR 52.222-21
- 18.2 Equal Opportunity FAR 52.222-26
- 18.3 Affirmative Action for Workers with Disabilities FAR 52.222-36
- 18.4 Walsh-Healy Public Contracts Act FAR 52.222.20
19. **FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN \$25,000**
- 19.1 Affirmative Action for Disabled Veterans and Vietnam of the Vietnam Era FAR 52.222-35
- 19.2 Employment Reports on Special Disabled Veterans and Vietnam of the Vietnam Era FAR 52.222-37
- 19.3 Debarment and Suspension Executive Orders 12549 and 12689
20. **FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN \$100,000**
- 20.1 Anti-kickback procedures FAR 52.203-7
- 20.2 Restrictions on Subcontractor Sales to the Government FAR 52-203.6
- 20.3 Audit and Records Negotiation (if document was entered by negotiation) FAR 52.215.2
- 20.4 Integrity of Unit Prices FAR 52.215-14
- 20.5 Contract Work Hours and Safety Standards Act FAR 52.222-4
- 20.6 Clean Air and Water FAR 52.223-2
- 20.7 Clean Air Act (42 U.S.C. 7401 *et seq.*)
- 20.8 Federal Water Pollution Control Act 33 U.S.C. 1251, *et seq.*
- 20.9 Drug-Free Workplace FAR 52.223-6
- 20.10 Byrd Anti-Lobbying Amendment 31 U.S.C. 1352
- 20.11 Utilization of Small Business Concerns FAR 52.219-8
- 20.12 Preference for US Flag Carriers FAR 52.247-63
- 20.13 Toxic Chemical Release Reporting 52.223-14
21. **FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN \$500,000**
- 21.1 Cost Accounting Standards - Educational Institutions FAR 52.230-5
- 21.2 Administration of Cost Accounting Standards FAR 52.230-6

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**22. FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN \$550,000**

**22.1** Price Reduction for Defective Cost or Pricing Data FAR 52.215-10

**22.2** Subcontractor Cost or Pricing Data FAR 52.215-12

**22.3** Subcontractor Cost or Pricing Data – Modifications FAR 52.215-13

**23. FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN \$650,000**

**23.1** Small Business and Small Disadvantaged Business Subcontracting Plans FAR 52.219-9

**23.2** Liquidated Damages – Subcontracting Plan FAR 52.219-16

**24. AFFIRMATIVE ACTION**

**24.1** The Contractor shall not maintain or provide racially segregated facilities for employees at any establishment under his control. Contractor agrees to adhere to the principles set forth in Executive Orders 13672 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 TTUS the policies and practices relating to the Contractor's Affirmative Action program.

**25. FEDERAL EQUAL OPPORTUNITY**

**The Contractor and any Subcontractors shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime Contractors and Subcontractors to employ and advance in employment qualified individuals with disabilities.**

**26. TERMINATION**

**26.1** This Purchase Order and any TTUS Contract are subject to termination, without penalty, in whole or in part, if funds are not appropriated by the legislature of the State of Texas.

**26.2** Either Contractor or TTUS may terminate this Purchase Order upon 30 days written notice to the other, if the other party fails to perform or comply with any of the material terms, covenants, agreements, or conditions hereof, and such failure is not cured during such 30-day period.

**26.3** TTUS may terminate this Purchase Order immediately without further notice if Contractor: (i) petitions for reorganization under the Bankruptcy Code or is adjudged bankrupt; (ii) becomes insolvent or a receiver is appointed due to the insolvency; or (iii) makes a general assignment or sale of Contractor's assets or business for the benefit of creditors.

**26.4** In no event will such termination by TTUS as provided for under this section give rise to any liability on TTUS's part including, but not limited to, Contractor's claims for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing. TTUS's sole obligation hereunder is to pay Contractor for Goods or Services received prior to the date of termination.

**27. GOVERNING LAW**

**27.1** This Purchase Order and all of the rights and obligations of the parties and all of the terms and conditions under this Purchase Order will be construed, interpreted and applied in accordance with, governed by and enforced under the laws of the State of Texas. Lubbock County, Texas will be the proper place of venue for any proceeding.

**28. DISPUTE RESOLUTION**

**28.1** The dispute resolution process provided in Government Code Chapter 2260, Subchapter C, will be Contractor's sole and exclusive process for seeking a remedy for any alleged breach of contract by TTUS 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 Contractor consent to sue under Chapter 107 of the Civil Practices and Remedies Code.

**28.2** Neither the execution of this Purchase Order by TTUS nor any other conduct of any of TTU's representatives relating to the Purchase Order will be considered a waiver of TTUS's sovereign immunity to suit.