

**ATTACHMENT A-1**

**Texas Department of Insurance (TDI) Purchase Order Terms & Conditions**

**1. PURCHASE ORDER REQUIREMENTS:**

- 1.1 Vendor/Contractor 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 Purchases made for State use are exempt from the State Sales Tax and Federal Excise Tax. Do not include tax on invoice. Excise Tax Exemption Certificates are available upon request.
- 1.3 Inquiries pertaining to purchase orders must include the PO number and PO date.

**2. SPECIFICATIONS:**

- 2.1 **The vendor/contractor must comply with the specifications as outlined in the purchase order and any attachments to the order.**
- 2.2 Unless otherwise specified, items shall be new and unused and of current production.
- 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 Samples, when requested, must be furnished free of expense to the State. If not destroyed in examination, they will be returned to the bidder, on request, at bidder's expense. Each sample should be marked with Vendor/Contractor's name and address, and PO number.
- 2.5 The State will not be bound by any oral statement or representation contrary to the written specifications of this Purchase Order (PO).
- 2.6 Manufacturer's standard warranty shall apply unless otherwise stated in the PO.

**3. DELIVERY:**

- 3.1 The Vendor/Contractor shall provide or deliver the goods and services within the timeframe as stated on the PO. Delivery days mean calendar days, unless otherwise specified. Failure to provide the goods or services within the timeframe stated may cause the purchase order to be cancelled.
- 3.2 If delay is foreseen, Vendor/Contractor shall give written notice to the ordering agency. Vendor/Contractor must keep TDI advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes TDI to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting Vendor/Contractor.
- 3.3 No substitutions permitted without written approval of TDI.
- 3.4 Delivery shall be made during normal working hours only, unless prior approval has been obtained from ordering agency.

**4. INSPECTION AND TESTS:** Goods delivered and rejected in whole or in part may, at the State's option, be returned to the Vendor/Contractor or held for disposition at Vendor/Contractor's expense. Latent defects may result in revocation of acceptance.

**5. AWARD OF PURCHASE ORDER OR CONTRACT** - The purchase order or contract shall be governed, construed, and interpreted under the laws of the State of Texas. The factors listed in Texas Government Code, Title 10, Subtitle D, Section 2155.074, 2155.144, 2156.007, and 2157.003 shall also be considered in making an award when specified. Any legal actions must be filed in Travis County, Texas.

**6. PAYMENT** – Vendor/Contractor shall submit 2 copies of an itemized invoice showing TDI's purchase order number on all copies. The State will incur no penalty for late payment if

payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice.

**7. PATENTS OR COPYRIGHTS** - The Vendor/Contractor agrees to protect the State from claims involving infringement of patents or copyrights.

**8. VENDOR/CONTRACTOR ASSIGNMENTS** – Vendor/Contractor hereby assigns to ordering agency 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).

**9. BIDDER AFFIRMATION** - By acceptance of this purchase order, the vendor/contractor hereby certifies that:

9.1 The Vendor/Contractor 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 purchase order or contract.

9.2 The Vendor/Contractor has not violated the antitrust laws of this State or the Federal Antitrust Laws (see section 8 above), nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

9.3 Under Section 2155.004, Government Code, the vendor/contractor certifies that the individual or business entity named in this purchase order/contract is not ineligible to receive the specified purchase order/contract and acknowledges that this purchase order/contract may be terminated and payment withheld if this certification is inaccurate.

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

9.5 Vendor/Contractor agrees to comply with Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.

9.6 Vendor/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. Vendor/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. Vendor/Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Vendor/Contractor and the requirement to cooperate is included in any subcontract it awards.

9.7 Vendor/Contractor is in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies, Vendor/Contractor must provide the following information within 3 days of award.

Name of Former executive: \_\_\_\_\_  
Name of State agency: \_\_\_\_\_  
Date of separation from State agency: \_\_\_\_\_  
Position with bidder: \_\_\_\_\_  
Date of Employment with bidder: \_\_\_\_\_

9.8 If applicable, pursuant to Texas Family Code, Title 5, Subtitle D, Section 231.006(d), regarding child support, the contractor/vendor certifies that the individual or business entity named in this PO/Contract 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. Furthermore, any vendor/contractor subject to Section 231.006 must provide TDI with names and Social Security numbers of each person with at least 25% ownership of the business entity accepting this purchase order/contract. Vendors/Contractors who have pre-registered this information on the Centralized Master Bidders List have satisfied this requirement. This purchase order/contract is not valid until this information is provided. Failure to comply with this section renders this purchase order/contract null and void.

9.9 Vendor/Contractor agrees that any payments due under this purchase order/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.

9.10 Under Section 2155.006, Government Code, the vendor/respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

9.11 Under Section 2261.053, Government Code, the contractor/respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

9.12 Vendor/Contractor represents and warrants that any electronic and information resources products developed, procured, maintained, or used by TDI directly or used by the Vendor/Contractor under any PO which requires the use of such product, or requires the use, to a significant extent, of such product in the performance of a service or the furnishing of a product complies with the applicable State of Texas Accessibility requirements for Electronic and Information Resources specified in the Department of Information Resources' rules at 1 Texas Administrative Code Chapter 213.

9.13 Vendor/Contractor represents and warrants that payment to the vendor/contractor and the vendor/contractor's receipt of appropriated or other funds under any contract resulting from this PO are not prohibited by §556.005 or §556.008, Gov't Code, relating to the prohibition of using state funds for lobbying activities.

9.14 Vendor/Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested items to TDI under the PO, and that vendor/contractor's provision of the requested items under the PO would not reasonably create an appearance of impropriety.

**10.** The dispute resolution process provided for in chapter 2260 of the Texas Government Code must be used by TDI and the contractor to attempt to resolve all disputes arising under this contract.

**11.** Information, documentation, and other material in connection with this purchase order or contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act").