

STATE PRESERVATION BOARD
Purchase Order Terms and Conditions
Effective 9/01/21

All goods/services must be listed on the Purchase Order (PO) form. If any changes to the scope of work are made, the Vendor must obtain a new or revised PO from the State Preservation Board (SPB). The SPB is only obligated to pay for the goods/services listed on the PO. By accepting the PO and providing goods and/or services to the SPB, the Vendor agrees to comply with the Standard Purchase Order Terms and Conditions (POTCs). In the event of any conflict or inconsistency between these POTCs and any other part of the PO, the terms of the POTCs shall prevail. The SPB disclaims any terms and conditions provided by the Vendor, unless agreed upon in writing by both parties. In the event of any conflict between these POTCs and any terms and conditions provided by Vendor, the terms and conditions provided herein shall prevail.

A. SHIPMENT AND DELIVERY (if applicable)

1. **TITLE AND RISK OF LOSS.** Title and risk of loss of goods shall not pass to SPB until SPB actually receives and takes possession of the goods at the place of delivery.
2. **TRANSPORTATION CHARGES. F.O.B. Destination.** Freight Prepaid and Allowed unless delivery terms are specified otherwise. If quoted delivery terms do not include transportation costs, SPB shall reimburse Vendor for transportation costs in the amount specified in Vendor's quote or bid, or actual costs, whichever is lower. If transportation costs are based on actual costs, a copy of the freight bill showing actual charges for the shipment must be attached to the invoice. SPB shall have the right to designate what method of transportation shall be used to ship the goods.
3. **PLACE OF DELIVERY.** The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Ship To". Any change shall be effected by addendum/amendment/purchase order change notice (POCN)/modification. The terms of this contract are "no arrival, no sale".
4. **TIME OF DELIVERY.** Delivery shall be made during SPB normal working hours only, unless prior written approval has been obtained from SPB.
5. **INSPECTION AND TESTS.** The SPB has the right of inspection and approval and may reject and return goods or require re-performance of services at Vendor's expense if defective or not in compliance with SPB's specifications. Defects will not be deemed waived by SPB's failure to notify Vendor upon receipt of goods or completion of services or by payment of invoice. Tests may be performed on samples submitted with the bid or quote, if requested, or on samples taken from regular shipment. All costs shall be borne by the Vendor in the event goods fail to meet or exceed all conditions and requirements. Goods delivered and rejected in whole or in part may, at SPB's option, be returned to the Vendor or held for disposition at Vendor's expense. Latent defects may result in revocation of acceptance.
6. **NEW AND UNUSED.** Unless otherwise specified, all goods will be new and unused and of current production.
7. **LATE DELIVERY.** If delay is foreseen, Vendor shall give written notice to SPB. Vendor must keep SPB advised at all times of status of order. Default on promised delivery (without accepted reasons) or failure to meet specifications authorizes SPB to purchase goods or services elsewhere and charge full increase, if any, in cost and handling to defaulting Vendor.

B. PAYMENT

1. **TAXES.** The SPB is exempt from most sales, excise and use taxes. SPB shall furnish tax-exemption certificates upon request. Vendor shall not collect or pay taxes for which exemption certificates have been furnished.
2. **PRICE INCREASE.** If prices are higher than specified in the purchase order, the prices must be approved by SPB in writing prior to shipment of goods or delivery of services. No invoice will be paid in excess of the net amount of the purchase order.
3. **WITHHOLDING/RECOUPMENT OF PAYMENTS:** SPB may withhold or recoup payments due or paid under this Purchase Order, in whole or in part, in the event of Vendor's noncompliance with any term or provision of this Purchase Order, any Federal or state law or regulation, or any SPB rules or standards, including but not limited to requirements specifically stated in this Purchase Order, relating to Vendor's performance under this Purchase Order.
4. **STATE DEBT OR DELINQUENT TAXES:** The Comptroller is prohibited from issuing any payment to a person or entity that has been reported as having an indebtedness or delinquency to the State. Vendor agrees that, to the extent Vendor owes a debt or delinquent taxes to the State of Texas, any payments or other amounts Vendor is otherwise owed under this PO shall be applied toward the debt or delinquent taxes until the debt or delinquent taxes are paid in full. Vendor agrees to comply with all applicable laws regarding satisfaction of debts or delinquencies to the State of Texas.
5. Vendor must comply with all rules, regulations and statutes relating to purchasing in the State of Texas.
6. All encumbrances, accounts payable and expenditures shall occur on or between the beginning and ending dates of this document. All goods must have been received and all services rendered during the contract period in order for Contractor to be paid for goods or services delivered under this contract. In no manner shall encumbrances be considered or reflected as accounts payable or as expenditures.

C. WARRANTIES

1. In addition to all warranties established by law, Vendor hereby represents, warrants, and agrees that all goods and services covered by this PO will be new, merchantable, fit for the purpose intended, of best quality and workmanship, free from material defects in design, material, and workmanship, and will substantially conform to any specifications, drawings, samples, or other descriptions furnished or adopted by the SPB, and/or to any samples furnished by Vendor. Services are warranted by Vendor to be performed in a professional and workmanlike manner in substantial compliance with applicable specifications.
2. Manufacturer's standard warranty shall apply unless otherwise stated in the solicitation.
3. All goods delivered or services provided pursuant to this PO will conform to standards established for such goods and services by all applicable laws.
4. Vendor warrants that the title to all material, supplies and equipment furnished is free of liens and encumbrances.

D. GENERAL

1. **Independent Contractor:** For the purposes of the PO, the Vendor shall serve as an independent contractor and is not to be considered an employee of the SPB or the State of Texas. Vendor shall have no authority to act for or on behalf of the SPB or the State of Texas except as expressly provided for in this PO; no other authority power or use is granted or implied.
2. **Choice of Law/Jurisdiction:** The PO shall be governed by and construed in accordance with the laws of the State of Texas, except for its provisions regarding conflicts of laws. Any legal actions must be filed in Travis County, Texas.
3. **Dispute Resolution:** Any dispute arising under the PO is subject to Texas Government Code, Chapter 2260, and use of the dispute resolution process provided for in that chapter is required by law.
4. **Indemnification:** THE VENDOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE SPB, THE STATE OF TEXAS, ALL OF ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COURT COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF THE VENDOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF THE VENDOR IN THE EXECUTION OR PERFORMANCE OF THE PO. VENDOR SHALL COORDINATE ITS DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY SPB.
5. **No Waiver of Sovereign Immunity:** Nothing in this PO shall be construed as a waiver of the SPB's or the State's sovereign immunity. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to the SPB under this PO or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. The SPB does not waive any privileges, rights, defenses, remedies, or immunities available to the SPB as an agency of the State of Texas, or otherwise available to the SPB, by entering into this PO or by its conduct prior to or subsequent to entering into this PO.
6. **Limited Liability:** The SPB will not be liable for any incidental, indirect, special, or consequential damages under contract, tort (including negligence), or other legal theory. The SPB's liability to Vendor under the PO will not exceed the total charges to be paid by the SPB to Vendor under the PO.
7. **Damage to Grounds and Buildings:** Vendor shall be financially responsible for any and all damage done by its employees, agents and subcontractors to the SPB grounds and buildings. Vendor is responsible for the removal of all debris resulting from work performed under the PO.
8. **DPS:** Vendor will comply with Department of Public Safety (DPS) security provisions at all times, including the prohibition on bringing firearms or other weapons on state grounds or in state buildings. 37 TEX. ADMIN. CODE § 3.146. Persons, equipment, and vehicles may be subject to search by DPS to ensure public safety. Vendors will cooperate with DPS officers carrying out their official duties.
9. **Patents and Copyrights; intellectual property rights ownership:** Vendor shall indemnify, save and hold harmless the SPB and the State of Texas from and against claims of patent, trademark, copyright, trade secret or other proprietary rights violations or infringements arising from the SPB's or Vendor's use of or acquisition of any services or other items provided to the SPB by Vendor or otherwise to which the SPB has access as a result of Vendor's performance under this PO. Vendor represents that it has determined what licenses, patents and

permits are required under this PO and has acquired all such licenses, patents and permits. Vendor agrees that for the exclusive use by SPB for State business, SPB is free to reproduce without royalty, all manuals, publications, maintenance programs, diagnostics and documentation pertaining to any product developed as a result of the PO.

10. **Work Made for Hire:** For the purposes of this PO, the term "Work" is defined as all deliverables, reports, statistical analyses, work papers, work products, materials, approaches, designs, specifications, systems, documentation, methodologies, concepts, research, materials, intellectual property or other property developed, produced, or generated in connection with this PO. All work performed pursuant to this PO is made the exclusive property of SPB. All right, title and interest in and to said property shall vest in SPB upon creation and shall be deemed to be a work for hire and made in the course of the services rendered pursuant to this PO. To the extent that title to any such work may not, by operation of law, vest in SPB, or such work may not be considered a work made for hire, all rights, title and interest therein are hereby irrevocably assigned to SPB. SPB shall have the right to obtain and to hold in its name any and all patents, copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Vendor must give SPB and/or the State of Texas, as well as any person designated by SPB and/or the State of Texas, all assistance required to perfect the rights defined herein without any charge or expense beyond those amounts payable to Vendor for the services rendered under this PO. Vendor agrees to not assert any moral rights under applicable copyright law with regard to such work products and deliverables. In the event that the PO is terminated for any reason, or upon its expiration, the SPB shall retain ownership of all associated work products and documentation obtained from the Vendor under the PO.
11. **Vendor Responsibilities:** Vendor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of this PO, including, if applicable, workers compensation laws, compensation statutes and regulations, and licensing laws and regulations. When required, Vendor shall furnish the SPB with satisfactory proof of its compliance. Vendor shall indemnify the SPB and the State of Texas and shall pay all costs, penalties, or losses resulting from the Vendor's omission or breach of this Section.
12. **Termination for Convenience:** SPB may, at its option and sole discretion, terminate the PO, in whole or in part, at any time, for any reason whatsoever, by giving a written notice to the Vendor at least thirty (30) days prior to the effective date of termination. Such notice may be provided by facsimile or certified mail return receipt requested and is effective upon Vendor's receipt. In the event of such termination, the Vendor shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. The SPB shall be liable for payments limited only to the portion of work authorized by the SPB in writing and completed prior to the effective date of cancellation, provided that the SPB shall not be liable for any work performed that is not acceptable to the SPB and/or does not meet PO requirements.
13. **Termination for Default:** SPB may terminate the PO immediately for default by providing written notice to Vendor of such termination if Vendor fails to execute the work properly, performs the work in an unsatisfactory manner, or fails to perform any provision of the PO. In the event of termination for default, SPB shall have all remedies against Vendor as provided by law.
14. **Rights upon Termination or Expiration:** In the event that the PO is terminated for any reason, or upon its expiration, the SPB shall retain ownership of all associated work products and documentation obtained from the Vendor under the PO.
15. **Survival of Terms:** Termination of the PO for any reason shall not release the Vendor from any liability or obligation set forth in the PO that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination, including the provisions regarding confidentiality, indemnification, transition, records, audit, property rights, dispute resolution, and invoice and fees verification.
16. **Force Majeure:** Neither party shall be liable for any failure or delay in performing its contract obligations if such failure or delay is due to any cause beyond the reasonable control of such party, including, but not limited to, acts of God, war, fires, explosions, hurricanes, or floods, provided that said party has taken reasonable measures to notify the other, in writing, of the delay.
17. **Non-Appropriation:** The PO is contingent upon the continued availability of state and/or federal funding. If funds become unavailable through lack of appropriations, legislative or executive budget cuts, amendment of the Appropriations Act, state agency consolidations, lack of federal grants, or any other disruptions of current appropriations, the SPB may terminate or cancel the PO, without penalty, either in whole or in part. SPB will not be liable to Vendor for any damages which are caused by or associated with such termination or cancellation.
18. **Assignment:** Vendor shall not assign the whole or any part of the PO without SPB's prior written consent.
19. **Notice of Administrative Changes:** Vendor shall provide written notification of administrative changes, including changes to company name, address, telephone number, and billing instructions, to SPB as soon as possible, but not later than thirty (30) days from the date of the change.
20. **Substitutions:** Substitutions are not permitted without the written approval of SPB.
21. **Public Information:** Information, documents, and other materials related to the PO may be subject to public disclosure pursuant to Texas Government Code, Chapter 552 (the "Public Information Act"). Any information that Vendor considers confidential or proprietary must be clearly and prominently marked as such by Vendor in order to trigger the process of seeking an Attorney General opinion on the release of such information. Merely making a blanket claim that the information is exempted from disclosure because it contains some proprietary information is not acceptable, and shall make the all information subject to release under the PIA.
22. **Public Disclosure:** No public disclosures or news releases pertaining to the PO shall be made without prior written approval of SPB. Vendor is prohibited from using PO information such as sales values, volumes, or the State of Texas or the SPB as customers or any information that could be construed as an endorsement by SPB of Vendor in sales brochures or other promotions or advertisements, including press releases, unless prior written approval is obtained from SPB.
23. **Confidentiality:** Vendor agrees to maintain the confidentiality of any information received from the SPB during the performance of this PO.
24. **Antitrust:** Vendor certifies that the business entity named on the PO has not violated the antitrust laws of the State of Texas or of the United States and has not communicated its bid for this PO directly or indirectly to any competitor or any other person engaged in such line of business. Vendor hereby assigns to SPB any and all claims for overages associated with the PO which arise under the antitrust laws of the State of Texas or of the United States.
25. **Felony Criminal Convictions:** Vendor represents and warrants that Vendor has not and Vendor's employees have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Vendor has fully advised the SPB as to the facts and circumstances surrounding the conviction. Vendor shall not allow any employee convicted of a felony criminal offense to perform tasks related to the contract without such disclosure and express permission from SPB.
26. **Affirmation Clauses:** Vendor shall promptly notify the SPB in the event that any representations and warranties provided in this PO are no longer true and correct. Further, Vendor warrants and represents that all of its statements and representations made to the SPB prior to being awarded the PO, and those made during the negotiation of this PO, are material, true and correct.
 - A. Vendor represents and warrants that Vendor has no actual or potential conflicts of interest in providing services to the State of Texas under this PO and that Vendor's provision of services under this PO would not reasonably create an appearance of impropriety.
 - B. Vendor certifies that the individual or business entity named in the PO is in compliance with Texas Government Code, Section 669.003 and does not employ any person who was the Executive Head of a state agency in the past four years.
 - C. Vendor certifies that the individual or business entity name(s) in the PO is in compliance with Texas Government Code, Section 2155.004, relating to financial interest. The Vendor certifies that the individual or business entity named in the PO is not ineligible to receive the specified PO and acknowledges that the PO may be terminated and payment withheld if this certification is inaccurate. Section 2155.004 prohibits a person or entity from receiving a state contract if that person or entity received compensation for participating in preparing the solicitations or specifications for the Contract.
 - D. Pursuant to Texas Family Code, Section 231.006 (relating to child support), Vendor certifies that the individual or business entity named in the PO is not ineligible to receive the specified payment and acknowledges that the PO may be terminated and payment withheld if this certification is inaccurate.
 - E. Vendor agrees that any payments due under the PO will be applied toward any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
 - F. Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order No 13224, "*Blocking Property and prohibiting Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism*," published by the United States Department of the Treasury, Office of Foreign Assets Control.
 - G. Respondent represents and warrants that is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
 - H. Vendor represents and warrants that neither Vendor nor any person or entity that will participate financially in this PO has received compensation from the SPB or any agency of the State of Texas for participation in preparation of specifications for this PO.
 - I. Vendor represents and warrants that the SPB's payments to Vendor and Contractor's receipt of appropriated or other funds under any of this or any resulting agreement are not prohibited by Government Code §556.005 or §556.008.
 - J. Vendor affirms that 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 PO.
 - K. Contractor represents and warrants that it (i) does not and shall not for the duration of this contract boycott Israel or (ii) the verification required by Section 2271.002 of the Texas Government Code does not apply to this contract. If circumstances relevant to this provision change during the course of the contract, Contractor shall promptly notify SPB.
 - L. Contractor verifies that: (1) for the duration of this contract it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, contractor shall promptly notify SPB.

- M. Contractor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, SPB shall be promptly notified.
- N. Under Section 161.0085 of the Texas Health and Safety Code regarding Covid-19 Vaccine Passport Prohibition, Contractor certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract.
27. **Buy Texas:** In accordance with Texas Government Code, Section 2155.4441, the State of Texas requires that during the performance of a PO for services, Vendor shall purchase products and materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside the state.
28. **Prior Disaster Relief Contract Violation:** Under Sections §2155.006 and §2261.053 of the Texas Government Code, the Contractor certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that his contract may be terminated and payment withheld if this certification is inaccurate.
29. **Taxes:** Vendor represents and warrants that it shall pay all taxes resulting from the PO including but not limited to any federal, state or local income, sales, or excise taxes of Vendor or its employees. The SPB shall not be liable for any such taxes resulting from this PO.
30. **Right to Audit:** Vendor understands that acceptance of funds under the PO acts as acceptance of the authority of the State Auditor's Office, SPB, or any successor agency, to conduct an audit or investigation in connection with those funds. Vendor further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing all requested records. 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 it awards.
31. **Records Retention:** Vendor must retain all invoices, records and other documents pertinent to this PO until four (4) years following the expiration or termination of this PO, until any audits in progress are completed, or until any lawsuits relating to this PO are resolved, whichever is later.
32. **Severability:** If any provision of this PO is construed to be illegal or invalid, such construction will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed severable and stricken from the PO as if it had never been incorporated herein, but all other provisions will continue in full force and effect.
33. **Entire Agreement:** This PO supersedes all prior agreements, written or oral, between Vendor and the SPB and will constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. This PO 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 Executive Director of the SPB and the Vendor. Waiver of a provision in one instance shall not preclude enforcement thereof on future occasions.
34. **Non-Waiver of Rights:** Failure of a party to require performance by another party under this PO will not affect the right of such party to require performance in the future. No delay, failure, or waiver of either party's exercise or partial exercise of any right or remedy under this PO shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a party of any breach of any term of this PO will not be construed as a waiver of any continuing or succeeding breach.
35. **Immigration:** Vendor represents and warrants that it shall comply with the requirements of the Immigration Reform and Control Act of 1986 and 1990 regarding employment verification and retention of verifications forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under the PO and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA) enacted on September 30, 1996.
36. **Equal Opportunity:** Vendor represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, creed, religion, political belief, sex, sexual orientation, age, and disability in the performance of this PO.
37. **DTPA:** Vendor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practice in any administrative hearing or court suit and that Vendor has not been found to be liable for such practices in such proceedings. Vendor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.
38. **No Travel:** SPB will not reimburse a vendor for travel and expenses unless specifically provided for in the contract documents. In that event, such reimbursement will not exceed the state travel reimbursement rates and limits established by the then current General Appropriations Act.
39. **Technology Access Clause:** (1) Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapter 206 and 1 TAC Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation. (2) Vendor shall provide SPB with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). Vendors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide SPB with a report that addresses the same accessibility criteria in substantially the same format. Additional information regarding "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.
40. **Executive Order RP-80- U.S. Department of Homeland Security's E-Verify System:** By entering into this PO, the Vendor certifies and ensures that it utilizes and will continue to utilize, for the term of this PO, the U.S. Department of Homeland Security's E-Verify system, according to the rules promulgated by the U.S. Department of Homeland Security, to determine the eligibility of:
1. All persons employed to perform duties within Texas, during the term of the PO; and
 2. All persons (including subcontractors) assigned by the Vendor to perform work pursuant to the PO, within the United States of America. This provision applies to any employees hired by Vendor or its subcontractors between the start of the contract or PO and its conclusion. The Vendor shall provide, upon request of the SPB, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Vendor, and Vendor's subcontractors, as proof that this provision is being followed. **If this certification is falsely made, the PO may be immediately terminated, at the discretion of the state and at no fault to the state, with no prior notification. The Vendor shall also be responsible for the costs of any resolicitation that the state must undertake to replace the terminated PO.**
41. **Insurance (Required if services take place on SPB property):** The Vendor shall procure and maintain, in full force at all times, at his expense for the duration of the project and any extensions thereof, insurance in the following types and amounts. The Vendor shall furnish original Certificates of Insurance before work commences.
- A. Workers Compensation: Minimum coverage for employer liability as determined by the Texas Department of Insurance.
 - B. Comprehensive General Liability Insurance: Minimum combined single limit for bodily injury and property damage of \$1,000,000 per occurrence and a \$2,000,000 general aggregate.
 - C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles: Minimum combined single limit for bodily injury and property damage of \$1,000,000 per occurrence. If the insurance policies are not written for the amounts specified above, the Vendor shall carry Umbrella or Excess Liability Insurance for any differences in the amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage. The Vendor shall be responsible for any deductible amounts stated in the policies. Required provisions: The Vendor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state the following required provisions: 1) Name the SPB and its officers, employees and elected representatives as additional insureds to all applicable coverages; 2) State that coverage shall not be canceled, non-renewed or materially changed except after 30 days written notice by certified mail; 3) Waive subrogation against the SPB, its officers and employees, for bodily injury (including death), property damage or any other loss; 4) Provide that the Vendor's insurance is primary insurance as respects the SPB, its officers, employees and elected representatives.
42. **Human Trafficking:** Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this contract or response is not ineligible to receive the specified contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
43. **Suspension and Disbarment:** Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration.
44. **Cybersecurity training:** If Contractor will have access to state computer system or data base, Contractor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training process.
45. **Computer Equipment Recycling Program:** Respondent certifies its compliance with Subchapter Y, chapter 361 of the Texas Health and Safety Code and the Texas Commission on Environmental quality rules in 30 TAC Chapter 328.
46. **Disaster Recovery Plan:** In accordance with 13 TAC 6.94(a)(9), any vendor who is a custodian of vital state records, shall provide SPB the descriptions of its business continuity and disaster recovery plan.
47. **Former Agency Employee, Consulting contracts only:** (A) Contractor certifies that it does not employ an individual who has been employed by SPB or another state agency at any time during the 2 years preceding the contract or in the alternative, has disclosed to SPB the following:
- 1) the nature of the previous employment with SPB or other agency
 - 2) the date the employment was terminated and
 - 3) the annual rate of compensation for the employment at the time of its termination.
48. **Former Agency Employee, Professional Services or Consulting:** Contractor represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were former employees of SPB during the twelve (12) months period immediately prior to the date of execution of the contract.
49. Vendor will hold any subcontractors to these terms and conditions required for contracting with the state.

Invoicing Instructions: To receive payment, Vendor must submit an invoice to SPB. The invoice must include the following:

- 1. Vendor's name and mailing address;**
- 2. Name and telephone number of a person designated by Vendor to answer questions regarding the invoice;**
- 3. SPB PO Number;**
- 4. Valid Texas Identification number (TIN) issued by the Comptroller of Public Accounts;**
- 5. Description of each item for the goods/services listed on the PO in sufficient detail to identify the order that relates to the invoice; and**
- 6. Shipment date of goods listed on the PO or dates of services covered by the invoice.**

SPB will incur no penalty for late payment if payment is made in 30 or fewer days from the later of receipt of goods/services or an uncontested invoice.

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