

TEXAS WATER DEVELOPMENT BOARD TERMS & CONDITIONS
Items stated below apply to and become a part of the purchase order

APPLICABLE FOR ALL PURCHASES

- A. **Dispute Resolution** - The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by the Texas Water Development Board and the contractor to attempt to resolve all disputes arising under this contract.

- B. **Delinquent Taxes** - Vendor agrees that any payments due under this purchase order will be applied toward any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

- C. **General Information** - Vendor agrees to comply with Texas Government Code 2155.4441, pertaining to service contract use of products produced in the state of Texas.

- D. **Cancellation of Purchase Order** - Financial obligations of the state payable after each fiscal year are contingent upon funds being appropriated by the Texas Legislature budgeted or otherwise made available. If funds are not appropriated or otherwise made unavailable, any resulting contract shall be terminated without penalty upon agency giving written notice to the vendor.

- E. **Executive Order--RP 80** - The parties understand and agree that CONTRACTOR shall be required to utilize the United States Department of Homeland Security's E-Verify system to determine the eligibility of all persons employed during the contract term to perform duties within the State of Texas, as well as all persons (including any subcontractors) assigned by CONTRACTOR to perform work pursuant to this Agreement.

APPLICABLE FOR INTER-AGENCY PURCHASES

- F. **Inter-Agency Purchase** - Legal Cite: Texas Government Code Chapter 771 (IAC) Act

APPLICABLE FOR DIRECT PUBLICATION PURCHASES (as stated in Section 2.14 in the Procurement Manual)

- G. **Direct Publication Purchases** – “Not Available from any other source”

APPLICABLE FOR ALL AIS (Automated Information Service) PURCHASES (which includes Catalogue Contract Purchases)

- H. **Technology Access Clause** – “The Vendor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the Vendor represents and warrants to Texas Water Development Board that the technology provided to Texas Water Development Board for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:
 - 1. providing equivalent access for effective use by both visual and nonvisual means;

 - 2. presenting information, including prompts used for interactive communications, in formats intended for nonvisual use; and

 - 3. being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance."

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