TEXAS WATER DEVELOPMENT BOARD

INVOICE TO:

Texas Water Development Board
P.O. Box 13231
Austin, Texas 78711-3231
invoice@twdb.texas.gov

AGENCY CONTACT:
Tina Newstrom, CTPM
Angela Wallace, CTPM
(512) 463-7825
Phone: (512) 463-7979
Fax: (512) 475-3009

PURCHASE ORDER NUMBER: **580-16-0480**

(Please reference this number on all packages & invoices)

PCC Code: **9**

To:	11339745637	HUB Status:	N/A	**Ship to:**
Fitch Inc. General Post Office P.O. Box 26858 New York, NY 10087-6858				N/A

This section for TWDB use only

P.O. DATE	ORDER PLACED BY	DATE EXPECTED	ORDER RECEIVED BY	DATE RECEIVED	ER #
04/13/16	Tina Newstrom	N/A	N/A	N/A	Z160646

946/56

QTY	UNIT	DESCRIPTION	ITEM #	UNIT PRICE	TOTAL
1	ea	Bond Rating Fee for Series2016A (EDAP)	N/A	$ 25,000.00	$ 25,000.00
	Invoice to be paid with General Obligation Bonds after 2016A closing on April 19, 2016				
	Legal Cite: Texas Constitution Article III, Sections 49-d-8, 49-d-10 (EDAP) and Texas Water Code Chapters 15 & 17 (Subchapter L) (EDAP)				

SHIPPING & HANDLING	N/A
SUBTOTAL	$ 25,000.00
SALES TAX RATE	EXEMPT
SALES TAX	$ -
TOTAL DUE	**$ 25,000.00**

Please see PAGE 2 for additional Terms & Conditions

Tina Newstrom *04/13/16*

Authorized Signature Date

STATE SALES TAX EXEMPTIONS CERTIFICATE : *The above signed claims an exemption from taxes under Chapter 20, Title 122A revised Civil Statutes of Texas, for purchase of tangible personal property described in this numbered order, purchased from vendor listed above, as this property is being secured for the exclusive use of the State of Texas. The State of Texas is exempt from all Federal Excise Taxes* (poform rev. 9/02)

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.

APPLICABLE FOR INTER-AGENCY PURCHASES

E. **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)

F. **Direct Publication Purchases** – "Not Available from any other source"

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

G. **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."

rev. 01/16