

Teacher Retirement System of Texas
Standard Contractual Terms and Conditions
Contract/Purchase Order Number _____

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 (Purchaser Order Change Notice (POCN) from the Teacher Retirement System (TRS). The TRS 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 TRS, 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 TRS 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

1. **TITLE AND RISK OF LOSS.** Title and risk of loss of goods shall not pass to TRS until TRS 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, TRS 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. TRS 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 TRS normal working hours only, unless prior written approval has been obtained from TRS.

5. **INSPECTION AND TESTS.** The TRS 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 TRS's specifications. Defects will not be deemed waived by TRS'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 TRS'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 TRS. Vendor must keep TRS advised at all times of status of order. Default on promised delivery (without accepted

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reasons) or failure to meet specifications authorizes TRS to purchase goods or services elsewhere and charge full increase, if any, in cost and handling to defaulting Vendor.

B. PAYMENT

1. TAXES. The TRS is exempt from most sales, excise and use taxes. TRS 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 TRS 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: TRS 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 TRS 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.

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 TRS, 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 TRS or the State of Texas. Vendor

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shall have no authority to act for or on behalf of the TRS 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 TRS, 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 TRS.

5. No Waiver of Sovereign Immunity: Nothing in this PO shall be construed as a waiver of the TRS'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 TRS 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 TRS does not waive any privileges, rights, defenses, remedies, or immunities available to the TRS as an agency of the State of Texas, or otherwise available to the TRS, by entering into this PO or by its conduct prior to or subsequent to entering into this PO.

6. Limited Liability: The TRS will not be liable for any incidental, indirect, special, or consequential damages under contract, tort (including negligence), or other legal theory. The TRS's liability to Vendor under the PO will not exceed the total charges to be paid by the TRS 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 TRS 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: Vendor shall indemnify, save and hold harmless the TRS 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 TRS's or Vendor's use of or acquisition of any services or other items provided to the TRS by Vendor or otherwise to which

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the TRS 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 TRS for State business, TRS 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 TRS. All right, title and interest in and to said property shall vest in TRS 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 TRS, or such work may not be considered a work made for hire, all rights, title and interest therein are hereby irrevocably assigned to TRS. TRS 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 TRS and/or the State of Texas, as well as any person designated by TRS 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 TRS 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 TRS with satisfactory proof of its compliance. Vendor shall indemnify the TRS 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: TRS 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 TRS shall be liable for payments limited only to the portion of work authorized by the TRS in writing and completed prior to the effective date of cancellation, provided that the TRS shall not be liable for any work performed that is not acceptable to the TRS and/or does not meet PO requirements.

13. Termination for Default: TRS 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

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the work in an unsatisfactory manner, or fails to perform any provision of the PO. In the event of termination for default, TRS 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 TRS 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 TRS may terminate or cancel the PO, without penalty, either in whole or in part. TRS 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 TRS'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 TRS 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 TRS.

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 excepted 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 TRS. Vendor is prohibited from using PO information such as sales values, volumes, or the State of Texas or the TRS as customers or any information that could be construed as an endorsement by TRS of Vendor in sales brochures or other promotions or advertisements, including press releases, unless prior written approval is obtained from TRS.

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23. Confidentiality: Vendor agrees to maintain the confidentiality of any information received from the TRS 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 TRS 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 TRS 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 TRS.

26. Affirmation Clauses: Vendor shall promptly notify the TRS 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 TRS 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. The TRS is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS), <http://www.epls.gov>, which is inclusive of the United States Treasury's Office of Foreign Assets

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Control (OFAC) Specially Designated National (SDN) list. Vendor certifies that the individual or business entity named in the PO is eligible to participate in this transaction and that it has not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Vendor is in compliance with the State of Texas statutes and rules relating to procurement and that Vendor is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>.

G. Vendor represents and warrants that neither Vendor nor any person or entity that will participate financially in this PO has received compensation from the TRS or any agency of the State of Texas for participation in preparation of specifications for this PO.

H. Vendor represents and warrants that the TRS'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.

I. 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.

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. Certification Concerning Hurricane Relief: Government Code §2155.006 and §2261.053 prohibit the TRS from awarding a contract to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Government Code §418.004, occurring after September 24, 2005. Under Government Code §2155.006 Vendor certifies that the individual or business entity named in its proposal is not ineligible to receive the PO and acknowledges that the PO 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 TRS 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, TRS, 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.

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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 TRS 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 TRS 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: TRS 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 TRS with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance

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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 TRS with a report that addresses the same accessibility criteria in substantively 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 TRS, 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 re-solicitation that the state must undertake to replace the terminated PO.**

41. Insurance (Required if services take place on TRS 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, upon request.

A. Workers Compensation: Minimum coverage for employer liability as determined by the Texas Department of Insurance.

A. 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.

B. 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 TRS and its officers, employees and elected representatives as additional insureds to all applicable coverages; 2) State that coverage shall not be canceled, nonrenewed or materially changed except after 30 days written notice by certified mail; 3) Waive subrogation against the TRS, 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 TRS, its officers, employees and elected representatives.

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42. Invoicing Instructions: To receive payment, Vendor must submit an invoice by either mail delivery or e-mail to the address below:

Teacher Retirement System of Texas

Attn: Accounts Payable

1000 Red River Street

Austin, Texas 78701

Or via e-mail to:

payableteam@trs.texas .gov

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. TRS PO Number;
4. Detailed description of each item for the goods/services listed on the PO in sufficient detail to identify and confirm the receipt of goods or services relating to the invoice; and
5. Shipment date of goods listed on the PO or dates of services covered by the invoice.

In accordance with the Texas Prompt Payment Act, Texas Government Code, Section 2251, TRS will incur no penalty for late payment, if payment is not received in accordance with these instructions or if an invoice is paid in 30 or fewer days from the later of receipt of goods/services for an uncontested invoice.