

**TCM Contract # 2021-54**

EMR, Elevator, Inc. 2320 Michigan Ct., Arlington, TX 76016

FULL-SERVICE MAINTENANCE SCOPE
DALM01078 MODERNIZATION PROJECT AGREEMENT
 Reference Tips Contract No. 19050201

Date: April 5, 2021

Billing Address: UNT Law Traction Elevator #1 Modernization Project
 1901 Main St.
 Dallas TX, 75201

We propose to perform maintenance described on the following elevator equipment:

ELBI	Decal	Elevator No.	Type	Manufacture	Drive	Stops	Warranty
1967	New	1	Passenger	New	Traction	4	Full Package

Location(s): UNT Law Traction Elevator #1 Modernization Project
 1901 Main St.
 Dallas TX, 75201

Contract Commencement Date: Upon Substantial Agreement.

1. **Terms:** The Term of this warranty maintenance Contract will be for one (1) year beginning on the acceptance date. After the initial term of the warranty maintenance a standard maintenance contract can be extended annually unless terminated by either party by giving written notice ninety (90) days prior to the end of the initial term of the warranty or standard contract.

The preventative maintenance program shall include cleaning, lubricating, packing, adjusting, calibrating, repairing, and replacing of parts and equipment for maintenance purposes, and furnishing of all cleaning material, and testing equipment necessary for the performance.

EMR Elevator shall periodically clean and properly lubricate all door equipment, hoistway equipment, motor bearings, repack cylinder head, replenish hydraulic fluid, replace ropes, repack machine stuffing box and bearings on motor operated brakes and refill gear cases and guide lubricators when required.

WE AGREE TO:

- Make regular and systematic maintenance visits.
- Provide regular time (8:00am – 5:00pm / Monday - Friday) repair call back service as part of this Agreement. Any calls reported after our regular working hours will be billed at our standard billing rates.
- Warranty Maintenance: Provide manufacturer's warranty for one (1) year term starting on the date of substantial completion and ending twelve months after date of commencement. Provide equipment and devices for one year. The warranty includes parts, labor, shipping, field service or technician time, labor, travel expenses and correspondence with manufacturer or representatives which are directly related to installation and operation of the modernized equipment. Warranty repairs shall be provided during standard hours of operation.

ADDITIONAL SERVICES:

- The Annual safety test shall be performed on each unit under this contract, as required by the ANSI code. These tests shall be performed annually and shall be in accordance with the American National Standard Safety Code for Elevators ANSI A17.1. Provider will exercise extreme caution and care in performing these tests but will not be responsible for any damage done to the building or elevator equipment. If this test discloses any deficiency in the operation of the equipment, an estimate will be provided to the building owner for any work needed to restore the equipment to proper operating condition.





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6. The cost of the state inspector rate is included for the annual inspection. Once the inspections are completed, the certified state inspector will get all documents to you for filing with the state. The filing fees are not included.
7. Elevator phone monitoring from elevator can be included in the contract. If accepted, we will monitor the emergency phone. Emergency calls go through our local answering service and dispatch directly to technician. The emergency phone system is tested regularly as a part of this agreement. The repair or replacement of phone is billable and phone line is the building owners or representative's responsibility.

☐ Phone Monitoring is included for an additional monthly cost.

☒ Phone Monitoring is excluded is cost.

YOU AGREE TO:

Please check the method you choose.

8. ☐ Pay us the monthly in advance, for maintenance or;
☐ Pay us annually in advance to receive a 2% discount off annual invoice.

<input checked="" type="checkbox"/>	24 Month Warranty Maintenance: Covered in Modernization Contract DALM01078
<input type="checkbox"/>	1 Year Standard Term Maintenance: Pay us the monthly sum of <u>\$375.00</u> , for an annual sum of <u>\$4,500.00</u>

9. Report immediately any condition, which may indicate the need for correction before the next regular Maintenance visit and provide updated and current original equipment wiring diagrams and proprietary diagnostic equipment if required.
10. Pay for, as an extra, any work which may be necessary on the finish of the elevator cab, cab doors, hoistway door panels and frames, car light, fan and flooring, emergency light/bell, telephone, underground piping, motor & generator sets, and hydraulic cylinder since these items are not included in this proposal. It's the Owner's responsibility to supply any proprietary software or hardware that may be needed.
11. The parties hereto recognize that with the passage of time, equipment technology and designs will change. We shall not be required to install new attachments or improve the equipment or operation from those conditions existing as of the effective date of this standard agreement. We have the responsibility to make only those adjustments, repairs or replacements required under this agreement, which are due to ordinary wear and tear and are disclosed to be reasonably necessary by our review. You agree to accept our judgment as to the means and methods to be used for any corrective work. We shall not be required to adjust, repairs or replace items necessitated by any other cause including but not limited to, obsolescence, accidents, vandalism, false calls, negligence, misuse of the equipment, or Acts of God. This agreement becomes void if recommended repair of critical safety deficiencies were not performed. These recommendations may be from the Jurisdictional Authority, Insurance Companies, EMR Elevator, or any other authority. If adjustments, repairs, or replacements are required due to such causes, you agree to pay us an extra to this agreement for such work at our regular billing rates. You agree that you will not permit others to make changes, adjustments, additions, repairs or replacements to the equipment.
12. Pay; in addition to the price quoted any Federal, State or Municipal sales or excise taxes in whatever form they may be enacted now or in the future.

IT IS AGREED THAT:

13. All work shall be performed during regular working hours of our regular working days unless otherwise stated.



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14. We are to be granted free access to and the free use of the elevator equipment at any time during business hours that is mutually agreeable.
15. We shall not be required to make safety tests or install new attachments as recommended or directed by insurance companies or government, state, municipal or other authorities.
16. Nothing in this Agreement shall be construed to mean that EMR Elevator or its subsidiaries, officers, directors, agents or employees, (herein collectively referred to as "affiliates") assume any liability for damages or otherwise on account of accidents to persons or property (including but not limited to accidents arising or resulting from the overloading and/or mis-loading of any elevator or other device covered by this contract beyond its rated capacity). You shall be solely responsible for supervising the use of the equipment and you shall provide whatever attendant personnel, warning signs and other controls and cautions that may be required or desirable to insure safe operation. You shall at all times be solely liable for the operation of the equipment and you shall indemnify, protect and save harmless EMR Elevator and its affiliates from liabilities, losses and claims of any kind or nature imposed on, incurred by, or asserted against EMR Elevator or its affiliates arising out of the operation.
17. Neither EMR Elevator nor its affiliates shall be liable for any loss, damage, detention or delay caused by accidents, strikes, lockouts, material shortages or by any other cause which is beyond its reasonable control, or in any event, for incidental or consequential damages. EMR Elevator shall not be liable for any work, service or material other than that specifically mentioned herein.
18. The standard maintenance price quoted in this proposal is subject to yearly reconsideration and adjustment based on the cost of labor and material for the month in which the anniversary date falls.

ADDITIONAL RATES OUTSIDE SCOPE OF MAINTENANCE:
Reference Tips Contract No. 1905020

Regular Labor Rates: (8:00am – 4:00pm / M - F.)

Regular Hours	\$126.00	1 Mechanic
Regular Hours	\$88.20	1 Helper
Regular Hours	\$214.20	Team
Regular Hours	\$252.00	2 Mechanics

Overtime Labor Rates: (After 4:00pm / M - F.)

Overtime Hours	\$214.20	1 Mechanic
Overtime Hours	\$149.94	1 Helper
Overtime Hours	\$364.14	Team
Overtime Hours	\$428.40	2 Mechanics

Weekends & Holidays	\$252.00	1 Mechanic
Weekends & Holidays	\$176.40	1 Helper
Weekends & Holidays	\$428.40	Team
Weekends & Holidays	\$504.00	2 Helper

Travel Rates:

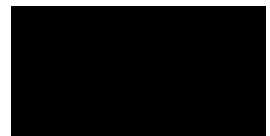
Mileage Charge	\$0.67	Per Mile
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Inspection Rates:

5 Year (Load Test)	\$1500.00	Per Elevator
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Phone Monitoring Rate:

2 – 10 Phones lines	\$10.00	Per Elevator
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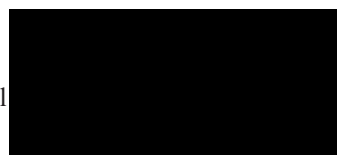
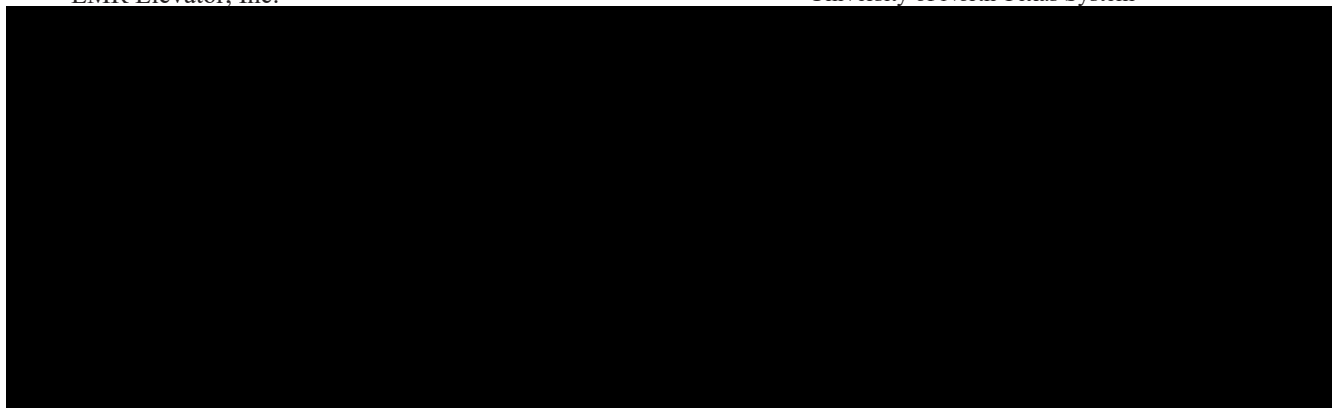




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EMR Elevator, Inc.

University of North Texas System





EMR Elevator, Inc.

2320 Michigan Ct. Arlington, TX 76016

O: 817-701-2400

F: 817-701-2404

UNT SYSTEM TRACTION ELEVATOR #1 MODERNIZATION PROJECT

MODERNIZATION PROJECT AGREEMENT
Exhibit A

Prepared for:

1901 Main St.
Dallas TX, 75201

Traction Elevator Proposal

2/4/2021
[REDACTED]**UNT SYSTEM TRACTION ELEVATOR #1 MODERNIZATION PROJECT #DALM01078**

Thank you for the opportunity to bid One (1) Traction Passenger Elevator for the above-stated project. Our pricing includes all the tools, labor and materials to complete a successful and safe installation. EMR has included pricing for Demolition Services. Elevator proposal based upon ASME A17.1-2016 Safety Code for Elevators and Escalators. The Proposal Includes 12 months warranty beginning with Acceptance of Elevators/Substantial Completion. No sales tax has been included. Pricing is based on site visit performed by Travis Pace on 1/26/21 Issued for bid and as outlined below.

SCOPE

The Present Capacity and Speed will be Retained.

RETAIN TRAVEL

The Present Travel will be Retained.

RETAIN STOPS AND OPENINGS

The Present Stops and Openings will be Retained.

NEW MOTION 4000 CONTROLLER (MCE) OR EQUAL

Furnish and Install (1) Traction Controller Package w/MCE 12 Pulse Drive.

I-Land Absolute Position Landing System link for Cartop

Isolation Transformers for 12-Pulse Drive

EMCO Rope Load Weighing System / Switch TLS-C Cartop Landing System Platform Kit GEN2

Encoder Kit 12700PPR 15V Gearless w/Coupler Manual iControl w/DC Drive User Guide

1 Control System Diagnostic / iView Computer System & Software CD for I-Controller Software

NEW FIXTURES INNOVATION INDUSTRIES OR EQUAL

Furnish and Install New Full Swing Operating Station at the proper code and ADA height. Car Station will include car call light up buttons, keyed stop switch, door open and door close buttons, and ADA markings that will be located to the left of the push buttons. A fire service key switch will be provided on 1st floor only. This car station will also include an emergency light fixture with a self-contained power pack and a trickle charger with switchover device in the event of a normal power outage

NEW DOOR EQUIPMENT

Furnish and Install Misc. GAL Door Equipment for Elevator 1

Furnish and Install New Closed Loop GAL Door Operator for Elevator 1

RETAIN EXISTING MACHINE

New Rope Gripper included

RETAIN CAB INTERIORS

Cab Interiors to be retained.

Furnish and install Cartop Handrail on Elevator 1.

NEW WIRING

Furnish and install New Traveling Cable and Hoistway Wire on Elevator 1.

Other Clarifications**Maintenance**

This proposal includes 12 months of Maintenance starting at the day of the owner's acceptance of the elevator. Unless otherwise indicated, Maintenance shall be provided in accordance with the specifications used for pricing and clarified previously in this proposal. EMR's Maintenance excludes and EMR shall not be required to correct, without a charge, any damage, defect or other trouble arising from: abuse; vandalism; loss of power; power fluctuations; power failure; power surges; lightning; storms; water; flooding; repairs or alterations by others; services not executed by Contractor; improper operation; normal wear and tear under normal use; or any other cause beyond EMR's control.

Warranty

EMR shall have no obligation to provide maintenance service without Owner's execution of a maintenance service agreement with EMR. EMR's warranty excludes and EMR shall not be required to correct, without a charge, any damage, defect or other trouble arising from: abuse; vandalism; loss of power; power fluctuations; power failure; power surges; lightning; storms; water; flooding; repairs or alterations by others; services not executed by Contractor; improper or insufficient maintenance; improper operation; normal wear and tear under normal use; or any other cause beyond EMR's control.

IBC 2006 Stretcher

IBC 2006 Chapter 30, 3002.4 requires at least one elevator in a building with 4 or more stories above or below grade plane to be able to carry a 24" x 84" ambulance stretcher. This is more stringent than previous editions, which required a maximum stretcher length of 76".

Determine Final Acceptance or Lockout:

Elevator Acceptance is at this moment described as "the day the elevator is released for public or owner use." If the Owner or contractor requires all elevator Warranty and Initial Maintenance to start on the same date, all elevators that are completed and not turned over for Temp Use will be tagged and locked and shall not be released until the final elevator in the scope is completed and turned over for public/owner's use.

ASME 17.3 RULE 2.1

All pipes, conduit, etc., which are present in the hoistway and machine room and are not used in connection with the operation of the elevator shall be removed/rerouted or enclosed with an assembly equaling the rating of the elevator hoistway.

Retained apparatus

Equipment not changed or repaired as detailed under "scope of work" is deemed retained apparatus and is not subject to any intended or implied warranty.

TAXES, PERMITS, TESTING, AND FEES

Sales Tax is NOT Included in Price.

Bond is NOT included in Price.

Price includes Permits & Testing Fees

Working hours

All work is based on the normal working hours of the elevator trade and no overtime hours are considered.

Payment Schedule

1. The first 35% of contract amount is to accompany a signed and dated copy of this proposal. No work will be scheduled, or material ordered until the signed proposal and first payment are received.
2. The second 35% of the contract amount is due upon materials delivery either to an agreed upon staging/storage facility or to the job site.
3. Final 30% due upon completion of work. Unit test by Inspector and turned over for use.

DALM01078

Pricing

EMR Price to Modernize One (1) Gearless Passenger Traction Elevator for the above equipment covered in this proposal for:

(ONE HUNDRED TWENTY-FIVE THOUSAND EIGHT HUNDRED FORTY-ONE DOLLARS.....\$125,841.00^{no}/_{100ths.})

Schedule

Contract.....	5 Days
Preliminary Shop Drawings.....	6-8 Weeks
Manufacturing.....	10 Weeks
Delivery & Mobilization.....	1 Days
Installation.....	9 Wks.

INCLUDED

NEW MCE 4000 CONTROLS w/ INSPECTION STATION
NEW INNOVATION CAR STATIONS AND SIGNAL FIXTURES
1st FLOOR ONLY
NEW TRAVEL CABLE AND HOISTWAY WIRE
NEW DOOR OPERATOR
NEW DOOR SCANNER
NEW DOOR HANGER ROLLERS WHERE NEEDED
ONE (1) INSPECTION AND ONE (1) PERMIT
ONE CREW CONSISTING OF (1) TECHNICIAN & (1) HELPER
NEW SCHEMATICS/ NEW FIRE PANEL INCLUDED WIRING
BY OTHERS
ROPE GRIPPER INCLUDED
CARTOP RAILING INCLUDED
PROVISIONS IN COP FOR SECURITY ALL FLOOR CARDS
READER

EXCLUDED

RAIL BRACKET SUPPORTS
DOORS AND FRAMES
HOISTWAY SILL AND CAR SILLS
MACHINE ROOM AIR CONDITIONING
BUILDING POWER
CUTTING AND PATCHING
SUMP PUMPS
OVERTIME
STRUCTURAL STEEL BEAMS
FIRE ALARM, SPRINKLERS
HOIST ROPES AND GOVERNOR ROPES
PIT LADDERS
AFTER HOURS TESTING
CAB INTERIORS
ELEVATOR ROLLER GUIDES
COUNTERWEIGHT ROLLER GUIDES
PIT CHANNELS
BUFFERS OIL OR SPRING
FIRE PROOFING
2% BOND SALES TAX NOT INCLUDED
RETAIN MACHINE

We appreciate the opportunity to bid on this project. Should you need this proposal revised or additional explanation of the services and material proposed, please do not hesitate to contact the Estimating Department.

EMR TEAM.

Contact:

Roy Pompa
Sales Manager

Roy.pompa@emrelevator.com

EMR ELEVATOR, INC.

Estimating Department

O: 817-701-2400

F: 817-701-2404





Work by others

The following preparatory work is required in order to properly install the elevator equipment. The cost of this work is not included in the elevator equipment quotation.

1. Provide adequate on-site refuse containers for the disposal of the elevator packing material. Should adequate containers not be provided, the removal of the elevator packing material shall become the responsibility of the Buyer.
2. Proper lighting in all work areas.
3. A plumb and legal hoistway, to within one inch of plumb per 100 feet with no dimension smaller than shown on drawings, properly framed and enclosed; and including a pit of proper depth, and a pit ladder for each elevator. Hoistway, pit and overhead dimensions to be as specified on EMR's approved final layout drawings. Pit floor to support impact loads shown on drawings. Pit floor to be substantially level. Drains, sump, sump pump, lights, light switches and electrical outlets, access doors, waterproofing, access walks, handrails and hoistway ventilation as required.
4. Clear, flat, vertical or horizontal surfaces for mounting rail brackets at any location noted on EMR's approved final layout drawings shall be in the same vertical plane as the clear hoistway line. This includes divider beams between cars for multiple elevators in a common hoistway.
5. Adequate supports for foundations to carry the loads of all equipment including overhead machine, machine beams located in hoistway and guide rail brackets from pit floor to the top of the hoistway and not spanning further than allowed by the governing code authority. When maximum bracket span is exceeded additional support shall be provided at Buyer's expense. Any bracket mounting surface that is not in line with the clear hoistway dimension detailed on EMR's approved final layout drawings may need to be extended to meet the proper dimension.
6. Provide a code compliant control closet or control room with access and ventilation in accordance with all applicable codes and regulations. The control closet or control room shall be maintained at a temperature between 32° F (0° C) and 104° F (40° C). Relative humidity not to exceed 95% noncondensing. Please validate that local codes do not require a tighter temperature range or higher ventilation requirements. If the control location will exceed these parameters, please contact your EMR representative for control enclosure options.
7. Provide lights, light switches and electrical outlets as required.
7. Complete three phase connections from the electric power mains to each controller, including necessary circuit breakers and/or fused mainline disconnect switches along with compliant piping and conduit. Each car shall also include an earth ground. Materials and installation shall meet all applicable national and local electrical codes.
8. Single phase 120 VAC power for car lighting and alarm circuit provided to each controller, including necessary circuit breaker and/or fused disconnect switches along with compliant piping and conduit. Materials and installation shall meet all applicable national and local electrical codes.
9. Temporary power shall be provided without cost to the elevator contractor during construction and shall match all characteristics of the permanent power supply.
10. Divider beams for rail brackets shall be provided as required by code and design requirements as noted on job specific Shop Drawings.
11. Blockout/cutout through wall as required, to accommodate hall button boxes, signal fixtures, hatch duct, governor access doors and rope drops in machine room.
12. Cutting of walls, floor, etc. and removal of such obstructions as may be necessary for proper installation of the elevator.
13. Provide for any repairs such as grouting, patching and painting made necessary by such cutting.
14. Grouting of door sills, hoistway frames and signal fixtures after installation of the elevator equipment.
15. All painting, except for factory primer and paint.
16. Provide finished floor marks visible from hoistway openings at all landings.
17. 75° bevels on all projections, recesses or setbacks over 4 inches except for sides used for loading and unloading.
18. Sumps and/or sump pumps (where permitted) located within the pit may not interfere with the elevator equipment.

Work by others

(continued)

19. Provide hoistway walls designed and constructed in accordance with the required fire rating (including those places where elevator fixture boxes, rail bracket fastenings or any other object requires penetrations into the hoistway walls).
20. Temporary enclosures, barricades and other protection for open hoistways and elevator work area during the time the elevator is being installed, to meet all installation safety codes.
21. Smoke detectors/sensing devices and contacts wired to elevator control, as required by local code. A means to automatically disconnect the main line power supply to the elevator, prior to the application of water in the elevator control closet or control room will be furnished by the electrical contractor. This 'means' shall not be self-resetting.
22. All telephone wiring to the control panel and installation of telephone instrument or other communication equipment in the elevator cab with all connections to the elevator in the control closet or control room.
23. A hoist beam located as indicated on EMR's approved final layout drawings. The hoist beam shall be capable of supporting the load requirement noted on the EMR Shop Drawings.
24. A standby power source shall be provided, including necessary transfer switches and auxiliary contact, where elevator operation from an alternate power supply is required.
25. Provide 15-amp 120VAC fused service with ground (supplied through automatic emergency lighting supply if available in building) connected to each elevator signal control cabinet for car lighting.
26. Provide all fire alarm initiating signals as required by all national, state and local codes for termination at the primary elevator signal control cabinet in each group.
27. Adequate storage facilities for elevator equipment shall be provided prior to and during installation at the ground level within close proximity to the elevator hoistway.
28. Installation of anchors, embeds and sleeves.
29. Dried-in hoistway(s) and machine/control room(s). Any water damage to elevator materials will be subject to EMR's warranty conditions.
30. Sill angles if required.
31. In locations where there is a difference in elevation between the floors of adjacent pits, a metal guard is to be installed to not less than 79" above the level of the higher pit floor. If a difference in elevation is 24" or less a standard railing is acceptable.
32. Sufficient supports for machine beams, including wall pockets and patching after beams are set in place. Building interface and mounting of beams to be per EMR's requirements as indicated on EMR's approved final layout drawings.

EMR Elevator, Inc. Warranty Terms and Conditions

EMR Elevator, Inc. warrants that the Equipment furnished is new unless otherwise permitted by the contractual terms or mechanical drawings for this unit(s) and that all labor was carried to completion competently and skillfully. As to Equipment furnished by EMR Elevator, Inc., but not manufactured by EMR Elevator, Inc., the Equipment will carry only the specific limited warranty contained herein noted from EMR Elevator, Inc., and the original warranty from the manufacturer of the Equipment. EMR Elevator, Inc. shall assign all manufacturers' warranties to the Owner. All the Equipment furnished by EMR Elevator, Inc. requires and should be periodically inspected, lubricated and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to require EMR Elevator, Inc. to provide free maintenance services. EMR Elevator, Inc. shall have no obligation to provide maintenance service without Owner's execution of a maintenance service agreement with EMR Elevator, Inc.¹

EMR Elevator, Inc.'s warranty excludes and EMR Elevator, Inc., shall not be required to correct, without any charge, any damage, defect or other trouble arising from abuse; vandalism; loss of power; power fluctuations; power failure; power surges; lightning; storms; water; flooding; repairs or alterations by others; services not executed by EMR Elevator, Inc.; improper or insufficient maintenance; improper operation; normal wear and tear under normal use; or any other cause beyond EMR Elevator, Inc.'s, control. EMR Elevator, Inc.'s, sole duty, under this limited warranty, shall consist of remedying at its expense, any proven defects in its Services which are caused solely by faulty workmanship which appear within one (1) year from the date the elevator was completed and placed in operation.

The Owner shall notify EMR Elevator, Inc., in writing by registered or certified mail, return receipt requested, of a claimed defect within thirty (30) days after discovery of the alleged defect. At EMR Elevator, Inc.'s, sole discretion, EMR Elevator, Inc., may remedy any proven defect by repair or replacement. Under this warranty, EMR Elevator, Inc., shall not be required to reimburse Owner for the cost of any work done by others, nor shall EMR Elevator, Inc., be responsible for the performance of Equipment to which others have made any revisions or alterations. EMR Elevator, Inc., shall not be required to reimburse Owner for costs associated with the loss of use due to delays outside of EMR Elevator, Inc.'s control.

In the event EMR Elevator, Inc. has not been notified in writing within one (1) year of the date the elevator was completed and placed in operation, this warranty shall be null and void. This warranty shall be void in the event Owner's contractual obligations have not been fulfilled or EMR Elevator, Inc. has not been fully paid.

¹ If Preventive Maintenance is included within the contractual agreement, EMR Elevator, Inc., will provide monthly, regular and systematic maintenance for the Equipment furnished. Maintenance is subject to EMR Elevator, Inc.'s terms and conditions.

STANDARD ADDENDUM TO AGREEMENT

Contracts with the University of North Texas System ("UNTS") are subject to the following terms and conditions, which are incorporated for all purposes into the Agreement to which they are attached. In the event of a conflict between the Agreement and this Addendum to Agreement, this Addendum shall govern. Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.

Payment. In accordance with Chapter 2251 of the Texas Gov't Code: (a) payment shall be made no later than thirty days following the later of (i) delivery of the goods or completion of the services and (ii) delivery of an invoice to UNTS; and (b) interest, if any, on past due payments shall accrue and be paid at the maximum rate allowed by law. Vendor must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Invoices and any required supporting documents must be presented to: University of North Texas System – Business Service Center, 1112 Dallas Dr. Ste. 4000, Denton, TX 76205.

Eligibility to Receive Payment. By entering into and performing under this Agreement, Vendor certifies that under Section 231.006 of the Texas Family Code and under Section 2155.004 of the Texas Gov't Code, it is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Tax Exempt. UNTS is exempt from the payment of taxes and will provide documentation confirming its tax exempt status.

Breach of Contract Claims Against UNTS. Chapter 2260 of the Texas Gov't Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Gov't Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the parties to attempt to resolve any claim for breach of contract against UNTS that cannot be resolved in the ordinary course of business.

Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. Venue for any suit filed against UNTS shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

No Excess Obligations. In the event this Agreement spans multiple fiscal years, UNTS' continuing performance under this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Texas State Legislature. If the Legislature fails to appropriate or allot the necessary funds, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act, UNTS shall issue written notice to Vendor that UNTS may terminate the Agreement without further duty or obligation.

Travel Expenses. Reasonable travel, meals, and lodging expenses shall be charged in accordance with and shall not exceed State of Texas travel, meal, and lodging reimbursement guidelines applicable to employees of the State of Texas.

Delivery. Delivery shall be FOB Destination.

Public Information. UNTS shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to UNTS in an electronic format. The requirements of Subject J, Chapter 552, Texas Government Code, may apply to this contract and Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter. Further, Vendor agrees (1) to preserve contracting information for the duration of the contract and according to UNTS records retention requirements; (2) to promptly provide contracting information to UNTS when requested; and (3) upon completion of the contract to provide, at no cost, all contracting information to UNTS or to preserve all contracting information according to UNTS' records retention requirements.

Required Posting of Contracts on Website. Vendor acknowledges and agrees that UNTS is required by Section 2261.253 of the Texas Gov't Code to post each contract it enters into for the purchase of goods or services from a private vendor on its Internet website, including any terms and conditions otherwise marked confidential and/or proprietary.

Insurance. UNTS, as an agency of the State of Texas, is insured for general liability insurance under a self-insurance program covering its limits of liability. The parties agree that such self-insurance by UNTS shall, without further requirement, satisfy all insurance obligations of UNTS under the Agreement.

Israel Non-Boycott Verification. If the Agreement is subject to Texas Gov't Code Section 2270.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

Limitations. UNTS is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on UNTS property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will not be binding on UNTS, except to the extent not prohibited by the Constitution and the laws of the State of Texas.

EMR

