

**Administrative Services**

2147-TAMU  
College Station, TX 77843-2147  
Tel. 979-847-5801| Fax. 979-458-1217|agrilifeas.tamu.edu



**ATTACHMENT A**

Specifications

**ITEM #1: 32-23-0 Fertilizer**

The fertilizer will be delivered by the vendor to the Texas A&M AgriLife Research Center (Center) in McGregor, Texas.

In addition to the fertilizer, the vendor will deliver a fertilizer tender and a wheel driven spreader that the Center will use for application.

The fertilizer, tender, and spreader must be delivered to the Center on or before September 26, 2018. The tender and spreader will be used by Center personnel until the application has been completed. The time frame for use depends on weather and field conditions.

The spreader and tender are the responsibility of the vendor and will be picked up by the vendor upon notification by the Center that they are no longer needed.

Multiple deliveries of fertilizer will be required. The vendor shall deliver the fertilizer to the Center as needed so that the Center does not run out. Although the Center is requesting just one tender, two tenders would be acceptable if the vendor believes that this would allow them to better meet the Center's delivery requirements.

Due to possible weather conditions, a Center employee will call when they are ready for delivery.

The quantity listed in this purchase order is an estimate only and does not constitute a guarantee of purchase. Fertilizer will be ordered on an "as needed" basis.

Delivery response time: Two (2) days

Terms and Conditions

Vendor's acceptance is subject to the Agency's terms and conditions. These supersede any other terms and conditions issued by the vendor. Having the status of a state agency, Texas A&M AgriLife must abide by the laws of the State of Texas.

Public Information

- a) Vendor acknowledges that the Agency is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.
- b) Upon the Agency's written request, Vendor will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under chapter 552, Texas Government Code, to the Agency in a non-proprietary format acceptable to the Agency. As used in this

provision, "public information" has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which the Agency has a right of access.

c) Vendor acknowledges that the Agency may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code.

Terms of Payment

Net 30 days upon receipt and acceptance by the Agency or net 30 days upon receipt of correct invoice, whichever is later.

Shipping

F.O.B.: Destination.

Texas Hazard Communication Act, Codified as Chapter 502 of the Texas Health and Safety Code

Section 502.006 states that a chemical manufacturer or distributor shall provide appropriate safety data sheets to employers who acquire hazardous chemicals in this state with each initial shipment and with the first shipment after an SDS is updated. The SDSs must conform to the most current requirements of the OSHA standard.

Conflict of Interest

By executing this Agreement, vendor and each person signing on behalf of the vendor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&M System, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

Prohibition on Contracts with Companies Boycotting Israel

By executing this Agreement, the vendor certifies it does not and will not, during the performance of this contract, boycott Israel. Vendor acknowledges this Agreement may be terminated if this certification is inaccurate.

Certification Regarding Business with Certain Countries and Organizations

Pursuant to Subchapter F, Chapter 2252, Texas Government Code, vendor certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Vendor acknowledges this Agreement may be terminated if this certification is inaccurate.