Administrative Services

2147-TAMU College Station, TX 77843-2147 Tel. 979-845-2898| Fax. 979-458-1217|agrilifeas.tamu.edu



ATTACHMENT A

Texas A&M AgriLife Research Bid #AG-RSCH-ITB-0547

TERMS OF PURCHASE:

The terms and conditions in the attached Customer Service Order, as allowed by the laws of the State of Texas, are the official terms and conditions of this purchase. Any additional vendor terms and conditions will not be considered nor accepted.

PAYMENT TERMS:

Net 30 days after services are rendered or receipt of correct invoice, whichever is later.

PERIOD OF SERVICE:

36 months from the date of installation

INSURANCE:

A copy of the vendor's certificate of insurance in on file with Texas A&M AgriLife Purchasing.

INSTALLATION:

All installation shall be performed by a single vendor. The requested equipment is to be supplied as a complete operational system, set-up and ready for use. Any/all operational/maintenance manuals are to be provided at the time of the shipping/installation. This project shall be considered a "turnkey" project that includes all aspects of the installation. The vendor shall have access to the premises for the purpose of delivering equipment and performing the work necessary to fulfill this purchase order. They shall cooperate with the Agency's personnel who may currently be working on the premises, integrating their work with that of the Agency, all to the best interest of the total job and its orderly completion. It is understood that all equipment and materials supplied by the vendor shall remain their property until such time as accepted or paid for by the Agency. The vendor shall protect them with appropriate insurance against theft or other loss or damage. The vendor shall be responsible for damage to the Agency's equipment and/or the workplace and its contents by its work, negligence in work, its personnel and equipment. The vendor shall be responsible and liable for the safety, injury, and health of its working personnel while performing installation/service work.

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. The vendor acknowledges this Agreement may be terminated if this certification is inaccurate.

CONFLICT OF INTEREST:

By executing this Agreement, the 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 Texas 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.

CERTIFICATION REGARDING BUSINESS WITH CERTAIN COUNTRIES AND ORGANIZATIONS:

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

PUBLIC INFORMATION:

- a) The 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, the 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) The vendor acknowledges that the Agency is 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.

Connection Details:

Media: FiberHandoff: EthernetBandwidth: 100 MB

• Number of IPs: 5 Static IPs

Router: Vendor Provided and Managed

• Contract Term: 36 months