

Administrative Services

2147-TAMU
College Station, TX 77843-2147
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ATTACHMENT A

TERMS AND CONDITIONS:

This purchase order encompasses all of the specifications and terms & conditions of the original bid, #AG-RSCH-ITB-0712. These supersede any other terms and conditions issued by the vendor.

PAYMENT TERMS:

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

PERIOD OF SERVICE:

October 1, 2018 – September 30, 2021

CANCELLATION:

This purchase order is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature, or otherwise not made available to the using Agency. Unacceptable vendor performance may also be cause for cancellation. The Agency reserves the right to cancellation with thirty (30) days written notice.

COMPLIANCE:

Services are to be in compliance with all federal, state, and local laws and statutes governing waste disposal.

INSURANCE:

The vendor is required to carry insurance naming the Texas A&M University Board of Regents for and on behalf of the Texas A&M University System as additional insured. The insurance shall remain in effect for the duration of this contract. The insurance currently on file expires on June 30, 2019. Renewed, revised, or new certificates of insurance shall be sent to the Texas A&M AgriLife Purchasing Office via email to agpurchasing@ag.tamu.edu or fax to 979-458-1217. Not carrying the required insurance could lead to cancellation of this Agreement by the Agency.

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.
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SCOPE OF WORK:

Vendor shall provide a quantity of eleven 3-yard dumpsters to remain at the facility year-round. Placement of containers on site shall be per the instructions of the Agency's staff. During the months of April – October, all eleven containers shall be emptied twice weekly at a rate of \$1,050.00 per month. During the months of November – March, five containers (designated by the Agency) shall be emptied once a week at a rate of \$247.30 per month.