

Administrative Services

2147-TAMU
College Station, TX 77843-2147
Tel. 979-845-4786| Fax. 979-458-1217|agrillifeas.tamu.edu



ATTACHMENT A
INVITATION FOR BID #AG-RSCH-ITB-1197

Terms and Conditions

The Bidder agrees to comply with the Agency's terms and conditions. These supersede any other terms and conditions issued and/or referenced by the Bidder. Having the status of a state agency, Texas A&M AgriLife must abide by the laws of the State of Texas. Any contract resulting from this bid solicitation shall be construed and governed by the laws of the State of Texas.

Terms of Payment

Net 30 days after services are rendered by the vendor and accepted by the Agency, or net 30 days upon receipt of correct invoice, whichever is later.

Shipping

F.O.B.: Destination

Discounts

Provide any and all applicable discounts on the items in this Invitation For Bid.

Commercial Applicators License

A copy of the vendor's commercial applicators license should be included with the bid response.

Safety Data Sheet

Hazard Communication Act, 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.

Insurance

The Bidder is required to carry insurance naming the Texas A&M University System Board of Regents for and on behalf of the Texas A&M University System, the Texas A&M University System, and Texas A&M AgriLife as additional insureds for the duration of the contract. Renewed, revised, or new certificates of insurance shall be sent to the Texas A&M AgriLife Purchasing Office via fax to 979-458-1217 or email to purchasing@ag.tamu.edu. Not carrying the required insurance could lead to cancellation of this agreement by the Agency.

Public Information

- a) Bidder 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, Bidder 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) Bidder 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.

Conflict of Interest

By executing any resulting agreement, the Bidder and each person signing on behalf of the Bidder 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 any resulting agreement, or in the services to which any resulting agreement relates, or in any of the profits, real or potential, thereof.

Prohibition on Contracts with Companies Boycotting Israel

By executing any resulting agreement, the Bidder certifies it does not and will not, during the performance of any resulting contract, boycott Israel. The Bidder acknowledges any resulting 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, the Bidder certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. The Bidder acknowledges any resulting agreement may be terminated if this certification is inaccurate.

Questions:

If discrepancies, ambiguities, or omissions are found in the bidding documents, or if further information or interpretation is desired, please post to the Q&A Board for this Invitation To Bid in the AggieBid system or address them in writing to:

Chris Chamberlain (979-845-4786)

Fax, 979/458-1217

E-mail, cchamberlain@tamu.edu

All questions must be received on or before Wednesday, April 17, 2019, at 3:00 pm CST. When deemed appropriate by the Agency, questions will be answered by bid addendum. All provisions and requirements of such addenda will supersede or modify affected portion of the bidding documents. All addenda will be incorporated in and bound with the contract documents. No other explanations or interpretations will be considered binding.

Best Value Criteria

Bidders please note: Texas A&M AgriLife reserves the right to accept or reject any or all bids, to waive informalities and technicalities, to accept the offer considered most advantageous and award the bid based on best value criteria. In determining what is the best value to the Agency, the Agency shall consider any or all of the following:

- 1) purchase price
- 2) the reputation of the vendor and the vendor's goods or services.

- 3) the quality of the vendor's goods or services.
- 4) the extent to which the goods or services meet the agency's needs.
- 5) the vendor's past relationship with the agency.
- 6) the total long-term cost to the agency in acquiring the vendor's good or services.
- 7) the length and coverage of the vendor's warranty.
- 8) the delivery time.
- 9) any other relevant factor that a private business entity might consider in selecting a vendor.