

Administrative Services

2147-TAMU
College Station, TX 77843-2147
Tel. 979-845-0839| Fax. 979-458-1217|agrilifeas.tamu.edu



February 7, 2017

TO BIDDER:

Transmitted herewith is an Invitation For Bid # B760012. To submit a bid, please complete the form and return to the Texas A&M AgriLife Purchasing Department by the bid opening date and time. In the lower left hand corner of the sealed bid envelope, please show the bid invitation number and the bid opening date. Facsimile (979-458-1217) and email (bids@ag.tamu.edu) bids will be accepted if received prior to the bid opening date and time.

Bids must be submitted on the Texas A&M AgriLife Purchasing Department's Invitation for Bid form. Please read the terms and conditions carefully. The bid signature page must be signed and dated to be considered. Please enter your company name/address and your State of Texas vendor identification number on page 1 of the Invitation for Bid. If this number is unavailable, enter your federal taxpayer identification number or your social security number. No invoice will be processed for payment if this information is unavailable. Bids will be opened at the time stated on the enclosed form. Bidders and/or their representative may attend the bid opening if desired. Please note: The bid opening will be held at 578 John Kimbrough Blvd. Room #419, College Station, Texas 77843. Paid visitor parking is located in the first row of Lot 97.

After the bids have been evaluated, the awarded vendor will be issued a Buy A&M purchase order. In order to retrieve a purchase order through this system, you must be fully registered.

Mailing Address for Bids:

**Texas A&M AgriLife Purchasing Department
2147 TAMU
College Station, TX 77843-2147**

Physical Address for Bids: (for Fed Ex, UPS, hand delivery, etc.)

**Texas A&M AgriLife Purchasing Department
578 John Kimbrough Blvd., Room #419
College Station, TX 77843**

If you would like additional information concerning our purchasing procedures, please contact:

Noel Mason, CTPM
Buyer II
Texas A&M AgriLife Administrative Services
Purchasing Department
979-845-4513 979-458-1217 (fax)
anmason@ag.tamu.edu

TEACHING

Texas A&M University
College of Agriculture & Life Sciences

RESEARCH

Texas A&M AgriLife Research

EXTENSION

Texas A&M AgriLife Extension Service

SERVICE

Texas A&M Forest Service
Texas A&M Veterinary
Medical Diagnostic Laboratory

INVITATION FOR BID — RETURN SEALED BIDS TO:

02/06/2017

BIDDER MUST SIGN BELOW
FAILURE TO SIGN WILL DISQUALIFY BID

TEXAS A&M AGRILIFE PURCHASING
2147 TAMU
COLLEGE STATION, TX 77843-2147
PHONE: 979-847-5801
FAX: 979-458-1217
EMAIL: BIDS@AG.TAMU.EDU

Page 1

AUTHORIZED SIGNATURE _____

PRINT OR TYPE NAME _____

TITLE _____ DATE _____

COMPANY NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE _____ FAX _____

VENDOR ID NUMBER (SEE SECTION 1.8 OF TERMS & CONDITIONS) _____

DUNS NUMBER (IF AVAILABLE) _____

OPENING DATE: 02/20/2017 at 3:00PM (CST)

BID NO: B760012 BUYER: ANM

BY SIGNING, VENDOR AGREES TO COMPLY WITH ALL TERMS AND CONDITIONS WHICH ARE EITHER ATTACHED HERETO, MAY BE FAXED OR EMAILED UPON REQUEST, OR ARE AVAILABLE AT <http://agrilifeas.tamu.edu/library/pdf/forms/terms-conditions-bid.pdf>.

BY SIGNING, BIDDER CERTIFIES THAT IF A TEXAS ADDRESS IS SHOWN AS THE ADDRESS OF THE BIDDER, BIDDER QUALIFIES AS A TEXAS RESIDENT BIDDER AS DEFINED IN 34 TEXAS ADMINISTRATIVE CODE, RULE 20.32(68).

BID TO BE "F.O.B. DESTINATION FREIGHT PREPAID AND ALLOWED" UNLESS OTHERWISE SPECIFIED BELOW.

DESTINATION OF GOODS:

TEXAS A&M AGRILIFE RESEARCH
AGRILIFE RES & EXT CTR- HF STA
823 WEST US HWY 70
PLAINVIEW TX 79072-0738

Item	Description	Quantity	UOM	Unit Price	Ext Price
	<p>*****</p> <p>NOTICE TO BIDDERS: WHERE TERMS AND CONDITIONS DIFFER FROM AGENCY'S (TAMUS) TERMS AND CONDITIONS THE AGENCY'S (TAMUS) TERMS AND CONDITIONS SHALL SUPERCEDE AND BE ENFORCABLE ONLY TO THE EXTENT ALLOWABLE BY THE LAWS OF THE STATE OF TEXAS.</p> <p>ANY CONTRACT RESULTING FROM THIS BID SOLICITATION SHALL BE CONSTRUED AND GOVERNED BY THE LAWS OF THE STATE OF TEXAS.</p> <p>TERMS OF PAYMENT: NET 30 DAYS UPON RECEIPT AND ACCEPTANCE OF ITEMS OR RECEIPT OF CORRECT INVOICE, WHICHEVER IS LATER.</p> <p>*****</p> <p>QUESTIONS DEADLINE: ANY QUESTIONS SHOULD BE ADDRESSED IN WRITING TO: NOEL MASON 979/845-4513 FAX, 979/458-1217 E-MAIL, ANMASON@AG.TAMU.EDU</p> <p>ALL QUESTIONS MUST BE RECEIVED ON OR BEFORE FEBRUARY 13, 2017 AT 3:00 PM CENTRAL TIME. WHEN DEEMED APPROPRIATE BY THE AGENCY, QUESTIONS WILL BE ANSWERED BY BID ADDENDUM.</p> <p>*****</p>				

DELIVERY IN _____ DAYS

GRAND TOTAL: _____

If claiming preference under 34 Texas Administrative Code, Rule 20.38, please complete section 1.13 of the terms and conditions and submit with signed bid response.

If claiming to be a TPASS certified Historically Underutilized Business (HUB), please specify:
☐ BLK ☐ HSP ☐ W/O ☐ A/P ☐ AI



PURCHASING AGENT FOR TEXAS A&M AGRILIFE

INVITATION FOR BID – RETURN SEALED BIDS TO:

TEXAS A&M AGRILIFE PURCHASING
 2147 TAMU
 COLLEGE STATION, TX 77843-2147
 PHONE: 979-847-5801
 FAX: 979-458-1217
 EMAIL: BIDS@AG.TAMU.EDU

BID OPENING: 02/20/2017

BID NO: B760012

BUYER: ANM

VENDOR:

Item	Description	Quantity	UOM	Unit Price	Ext Price
	<p>BIDDERS PLEASE NOTE: TEXAS A&M AGRILIFE RESEARCH 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:</p> <ol style="list-style-type: none"> 1) PURCHASE PRICE. 2) THE PRODUCT'S ABILITY TO MEET THE CRITERIA AS STATED IN THE SPECIFICATIONS. 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 DELIVERY TIME. 8) THE REPUTATION/REFERENCES OF THE VENDOR AND THE VENDOR'S GOODS OR SERVICES. 9) ANY OTHER RELEVANT FACTOR THAT A PRIVATE BUSINESS ENTITY MIGHT CONSIDER IN SELECTING A VENDOR. <p>***** *****</p>				
1	<p>USED SELF-PROPELLED SPRAYER Spray Coupe 7660, 4660 Models or EQUIVALENT</p> <p>Delivery by March 3, 2017 to Halfway, TX</p> <p>With the following minimum specifications:</p> <ul style="list-style-type: none"> - Preferred Guidance: Trimble FMX, or TMX - No Light Bar Guidance - Acceptable Guidance Outback S3 with Edrive - Hydraulic Tread Adjust 80" to 120" or 120" to 157" - High Clearance Cab Coupe - Boom 60'/80' 3 Way Nozzle Body, 5 Section Cut Off - Straight Boom No Rust, No Welds, No Patches - No Rust on the Machine, Good Paint on the Machine - Machine in Good Working Condition - Joystick Boom Controls - 2010 or Newer - 1,800 Hours or Less - 75% or Better Tires, Front and Back Lug Tires <p>Provide the following information for the Sprayer being bid: (A Full Spec Sheet is Acceptable also)</p> <p>Make and Model:</p> <p>Year:</p>	1	EA		

TEXAS A&M AGRILIFE PURCHASING
2147 TAMU
COLLEGE STATION, TX 77843-2147
PHONE: 979-847-5801
FAX: 979-458-1217
EMAIL: BIDS@AG.TAMU.EDU

BID NO: B760012

VENDOR:

Item	Description	Quantity	UOM	Unit Price	Ext Price
	Hours: Condition:				

ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF BID
ANY EXCEPTIONS THERETO MUST BE IN WRITING

The following are the terms and conditions for Texas A&M AgriLife Research, Texas A&M AgriLife Extension Service, and Texas A&M Veterinary Medical Diagnostic Laboratory (TVMDL), hereafter referred to as the Agency.

1. BIDDING REQUIREMENTS

- 1.1. Bidders must comply with all rules, regulations, and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1.2. Pricing must be quoted on a "per unit" basis, extended as indicated. Any trade discounts included must be itemized and deducted from extended prices. Unit prices shall govern in the event of extension errors. Bidder guarantees product or service offered will meet or exceed specifications included as part of this Invitation for Bid (IFB). If a price quotation is submitted as part of the bid, the quotation must be referenced on the bid document and signed by the bidder to establish formal linkage to the bid.
- 1.3. Bid Submission
 - 1.3.1. Bids are requested to be submitted via Buy A&M (BAM) to facilitate bid notifications, notification of addenda, submission of bid responses and issuance of purchase orders (POs) from the Texas A&M University System (TAMUS). Vendors must be registered in Buy A&M to fully utilize the system. For step by step instructions on how to register, go to the following link: <http://assets.system.tamus.edu/files/famis/pdf/TAMUSVendorRegistration.pdf>.
 - 1.3.2. Bids may also be submitted on this form via mail, fax, or email. Each bid that is mailed should be placed in a separate envelope completely and properly identified. Bidder should show opening date and bid invitation number on the fax coversheet, subject line of email, or the lower left hand corner of the sealed envelope. Please show return address of company. Bids must be received by the Agency on or before the hour and date specified for the bid opening.
 - 1.3.3. Bids submitted manually must include a completed vendor information page providing Vendor ID Number, full name, email address, and mailing address of bidder. Failure to sign vendor information page will disqualify response. Person signing bid should show title or authority to bind his or her firm in a contract.
 - 1.3.4. When sending bids via the U.S. Postal Service, send to Texas A&M AgriLife Purchasing, 2147 TAMUS, College Station, TX 77843-2147. When using a delivery service or hand delivering, which requires a street address, address is Administrative Services Building, 578 John Kimbrough Blvd., Room #419, Texas A&M University, College Station, TX 77843-2147.
 - 1.3.5. Bids may also be emailed to bids@aq.tamu.edu.
 - 1.3.6. The telephone number for fax submission of bids is 979-458-1217. This is the only number that will be used for the receipt of bids. The Agency shall not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered.
- 1.4. Late or unsigned bids will not be considered under any circumstances.
- 1.5. Bids should be quoted "F.O.B. destination, freight prepaid and allowed". If quoting freight otherwise, show exact delivery cost and who bears cost if not included in unit price.
- 1.6. Bid prices are requested to be firm for the Agency's acceptance within 30 days of the bid opening date. "Discount from list" bids are not acceptable unless requested. Cash discount will not be considered in determining an award. All cash discounts will be taken if earned.
- 1.7. Bid cannot be altered or amended after opening time. Any alterations made before opening time should be initialed by bidder or authorized agent of bidder. No bid can be withdrawn after opening time without approval by the Agency based on a written acceptable reason.
- 1.8. Purchases made for the Agency's use are exempt from the State Sales Tax and Federal Excise Tax. Do not include tax in bid. Excise Tax Exemption Certificate will be furnished by the Agency upon request.
- 1.9. The Agency reserves the right to make an award on the basis of low line item bid, low total of line items, or in any other combination that will serve the best interest of the Agency and to reject any and all bid items at the sole discretion of the Agency. The Agency also reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the Agency. Any contract may also be extended up to three months at the sole discretion of the Agency.
- 1.10. Consistent and continued tie bidding could cause rejection of bids by the Agency and/or investigation for antitrust violations.
- 1.11. Check below if preference is claimed under Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter C, §20.38:
 - ☐ Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
 - ☐ Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
 - ☐ Agricultural products grown in Texas
 - ☐ Agricultural products offered by a Texas bidder
 - ☐ Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
 - ☐ Services offered by a Texas bidder that is not owned by a Texas resident service disabled veteran
 - ☐ Texas vegetation native to the region
 - ☐ USA produced supplies, materials, or equipment
 - ☐ Products of persons with mental or physical disabilities
 - ☐ Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
 - ☐ Energy efficient products
 - ☐ Rubberized asphalt paving material

- ☐ Recycled motor oil and lubricants
- ☐ Products produced at facilities located on formerly contaminated property
- ☐ Products and services from economically depressed or blighted areas
- ☐ Vendors that meet or exceed air quality standards
- ☐ Recycled or reused computer equipment of other manufacturers
- ☐ Foods of higher nutritional value

1.12. Inquiries pertaining to IFBs must include the IFB number and opening date.

2. SPECIFICATIONS

- 2.1. Any catalog, brand name, or manufacturer's reference used in the IFB is descriptive only (not restrictive), and is used to indicate type and quality desired. Bids on brands of like nature and quality will be considered unless otherwise specified. If bidding other than specified, bid should show manufacturer, brand or trade name, and other description of the product offered. If brand(s) other than specified is offered, illustrations and complete description of product offered are requested to be made part of the bid. If bidder takes an exception to specifications or reference data in his or her bid, bidder will be required to furnish brand names, numbers, etc., as specified in the IFB.
- 2.2. All items shall be new and unused, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in IFB. Oral agreements to the contrary will not be recognized.
- 2.3. All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 2.4. Samples, when requested, must be furnished free of expense to the Agency. If not destroyed in examination, they will be returned to the bidder, upon request, at bidder's expense. Each sample should be marked with bidder's name and address, and the Agency bid number. Do not enclose in or attach bid to sample.
- 2.5. The Agency will not be bound by any oral statement or representation contrary to the written specifications of this IFB.
- 2.6. Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.

3. TIE BIDS

In case of tie bids, the award will be made in accordance with Rule §20.36 (b) (3) in Title 34 of the Texas Administrative Code.

4. DELIVERY

- 4.1. Bid should show number of days required to place material in receiving Agency's designated location under normal conditions. Failure to state delivery time obligates supplier to complete delivery in 14 calendar days. Unrealistically short or long delivery promises may cause bid to be disregarded.
- 4.2. If delay is foreseen, supplier shall give written notice to the Agency. Bidder must keep the Agency advised at all times of the status of the order. The Agency has the right to extend delivery date if reasons appear valid. If the vendor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the Agency reserves the right to purchase specified supplies elsewhere, and charge the full increase in price, cost of handling, and rebidding, if any, to the vendor.
- 4.3. No substitutions or cancellation permitted without written approval of the Agency.
- 4.4. Delivery shall be made during normal working hours only, unless prior approval for late delivery has been obtained from the Agency.

5. INSPECTIONS AND TESTS

All goods will be subject to inspection and test by the Agency to the extent practicable at all times and places. Authorized Agency personnel shall have access to any supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the cost of the testing shall be borne by the bidder. Goods which have been delivered and rejected in whole or in part may, at the Agency's option, be returned to the bidder or held for disposition at bidder's risk and expense. Latent defects may result in revocation of acceptance.

6. AWARD OF CONTRACT

A response to an IFB is an offer to contract with the Agency based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts until they are accepted and an authorized purchase order is issued. The contract shall be governed, construed, and interpreted under the laws of the State of Texas. The factors listed in Texas Education Code, Title 3, Chapter 51, §51.9335, shall also be considered in making an award when specified. Any legal actions must be filed in Brazos County, TX.

7. PAYMENT

Vendor shall submit one copy of an itemized invoice showing order number and Agency purchase order number. Please note: If the invoice is not addressed as instructed, payment will be delayed. The Agency will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice. All payments will be made in accordance with the Texas Prompt Payment Act, Texas Government Code, Chapter 2251.

8. PATENTS OR COPYRIGHTS

Vendor shall indemnify and hold harmless the Agency, and /or Agency employees, agents, representatives, contractors, assignees, and/or designees from any and all third party claims involving infringement of patents or copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the performances or actions of vendor pursuant to any awarded contract.

9. BIDDER ASSIGNMENTS

Bidder hereby assigns to the Agency any and all claims for overcharges associated with any resulting contract which arise under the antitrust laws of the United States 15 U.S.C.A. §1, et seq. (1973), and which arise under the antitrust laws of the State of Texas, Texas Business and Commerce Code Ann. §15.01, et seq. (1967).

10. BIDDER AFFIRMATION

Signing this IFB with a false statement is a material breach of contract and shall void the submitted bid and any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that:

- 10.1. The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted IFB.
- 10.2. The bidder is not currently delinquent in the payment of any franchise tax owed to the State of Texas.
- 10.3. Under §2155.004, Texas Government Code, the bidder certifies that the individual or business entity named in this bid or any contract resulting from this IFB is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate. Section 2155.004 prohibits a person or entity from receiving a state contract if they received compensation for participating in preparing the solicitation or specifications for the contract.
- 10.4. Pursuant to 15 U.S.C., §1, et seq. and Texas Business and Commerce Code §15.01, et seq. neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such a firm, corporation, or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly to bid made to any competitor or any other person engaged in such line of business.
- 10.5. The bidder shall defend, indemnify, and hold harmless the Agency, all of its officers, agents, contractors, and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, from any acts or omissions of vendor or any agent, employee, subcontractor, or supplier of vendor in the execution or performance of any contract with vendor resulting from this IFB. Bidder shall coordinate its defense with Texas Attorney General as requested by the Texas A&M University System, Office of the General Counsel. This section is not intended to and shall not be construed to require bidder to indemnify or hold harmless the State or Agency for any claims or liabilities resulting from the negligent acts or omissions of the Agency or its employees.
- 10.6. Bidder agrees that any payments due under this contract will be applied towards any debt, including but not limited to, delinquent taxes and child support that is owed to the State of Texas.
- 10.7. In accordance with §2155.4441, Texas Government Code, bidder agrees that during the performance of a contract for services, it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.
- 10.8. Pursuant to §2262.003 of the Texas Government Code, the State Auditor may conduct an audit or investigation of the vendor or any other entity or person receiving funds from the State directly under any resulting contract or indirectly through a subcontract under any resulting contract. The acceptance of funds by the vendor or any other entity or person directly under any resulting contract or indirectly through a subcontract under any resulting contract acts as acceptance of the authority of the State Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, the vendor or other entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the vendor and the requirement to cooperate is included in any subcontract it awards.
- 10.9. Bidder certifies that they are in compliance with §669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency. If §669.003 applies, bidder will complete the following information in order for the bid to be evaluated:

Name of Former Executive: _____

Name of State Agency: _____

Date of Separation from State Agency: _____

Position with Bidder: _____

Date of Employment with Bidder: _____

- 10.10. Bidder certifies that the bidding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local government entity. Bidder certifies that the bidding entity is in compliance with the State of Texas statutes and rules relating to procurement, and that bidder is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>.

- 10.11. Bidder represents and warrants that payment to the bidder and the bidder's receipt of appropriated or other funds under any contract resulting from this IFB are not prohibited by §556.005 or §556.008, Texas Government Code, relating to the prohibition of using state funds for lobbying activities.
- 10.12. Sections 2155.006 and 2261.053, Texas Government Code, prohibit state agencies from awarding contracts to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by §418.004, Texas Government Code, occurring after September 24, 2005. Under §2155.006, Texas Government Code, bidder certifies that the individual or business entity named in its bid is not ineligible to receive a contract and acknowledges that any contract resulting from this IFB may be terminated and payment withheld if this certification is inaccurate.
- 10.13. Bidder represents and warrants that it shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. §8101-8106.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget (2 C.F.R. Part 182) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the bidder shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.
- 10.14. Bidder represents and warrants ("EIR Accessibility Warranty") that the electronic and information resources and all associated information, documentation, and support that it offers to provide to the Agency under this bid (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206, Rule §206.70 of the Texas Administrative Code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code.) To the extent vendor becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then vendor represents and warrants that it will, at no cost to the Agency, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty, or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that the vendor is unable to do so, then the Agency may terminate any resulting contract and vendor will refund to the Agency all amounts the Agency has paid under the purchase order within thirty (30) days after the termination date.

11. NOTE TO BIDDERS

If bidder takes any exceptions to any provisions of the IFB, these exceptions must be specifically and clearly identified by section in the bid and bidder's proposed alternative must also be provided in the bid. Bidders cannot take a 'blanket exception' to the entire IFB. If any bidder takes a 'blanket exception' to the entire IFB or does not provide proposed alternative language, the bid may be disqualified from further consideration.

12. TEXAS PUBLIC INFORMATION ACT

Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). Any part of the solicitation response that is of a confidential or proprietary nature must be clearly and prominently marked as such by the bidder. Pursuant to Texas Government Code, §552.021 and §552.023, individuals are entitled to request, receive, review, and correct information collected by the Agency related to the individual. To request information, please email da-schneider@tamu.edu or call 979-847-5801.

- 12.1. 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 any resulting agreement, as well as any other disclosure of information required by applicable Texas law.
- 12.2. Upon the Agency's written request, bidder will provide specified public information exchanged or created under any resulting agreement that is not otherwise excepted from disclosure under Chapter 552, Texas Government Code, to Agency in a non-proprietary format acceptable to the Agency. As used in this provision, "public information" has the meaning assigned §552.002, Texas Government Code, but only includes information to which Agency has a right of access.
- 12.3. Bidder acknowledges that the Agency is required to post a copy of the fully executed agreement on its Internet website in compliance with §2261.253(a)(1), Texas Government Code.

13. TEXAS FAMILY CODE SECTION 231.006

Pursuant to §231.006(d), Texas Family Code, regarding child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any bidder subject to §231.006, Texas Government Code, must include names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the bid. This information must be provided prior to award. Enter the Name & Social Security Numbers for each person below:

Name:	Social Security Number:
Name:	Social Security Number:
Name:	Social Security Number:

14. PROTEST PROCEDURES

Any actual or prospective bidder who is aggrieved in connection with this IFB, evaluation, or award of any contract resulting from this IFB may formally protest as provided in the Agency's rules <http://agrillifeas.tamu.edu/files/2013/04/vendor-protests.pdf>.

15. NON-APPROPRIATION OF FUNDS

Any contract resulting from this IFB is subject to termination or cancellation, without penalty to the Agency, either in whole or in part, subject to the availability of federal or state funds. The Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If the Agency becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render the Agency's or bidder's delivery or performance under the contract impossible or unnecessary, the contract will be terminated or cancelled and be deemed null and void. Additionally, any federally funded purchases may also be terminated for the same reasons. In the event of a termination or cancellation under this Section, the Agency will not be liable to bidder for any damages, which are caused or associated with such termination, or cancellation, and the Agency will not be required to give prior notice.

16. FORCE MAJEURE

Neither bidder nor Agency shall be liable to the other for any delay in, or failure of performance of, any requirement included in any contract resulting from this IFB caused by Force Majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force Majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and, that by exercise of due foresight, such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such Force Majeure, or otherwise waive this right as a defense.

17. CONFLICT OF INTEREST

An Agency employee may not have an interest in, or in any manner be connected with, a contract or bid for a purchase of goods or services by an agency of the State; or in any manner, including by rebate or gift, accept or receive from a person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation. Entities who are interested in seeking business opportunities with the Agency must be mindful of these restrictions when interacting with public purchasers of the Agency.

18. INDEPENDENT CONTRACTOR

Bidder or bidder's employees, representatives, agents and any subcontractors shall serve as an independent contractor in providing the services under any contract resulting from this IFB. Bidder and bidder's employees, representatives, agents and any subcontractors shall not be employees of the Agency. Should bidder subcontract any of the services required in this IFB, bidder expressly understands and acknowledges that in entering into such subcontract(s), the Agency is in no manner liable to any subcontractor(s) of bidder. In no event shall this provision relieve bidder of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with this IFB.

19. ALTERNATIVE DISPUTE RESOLUTION

Bidder must use the dispute resolution process provide in Chapter 2260 of the Texas Government Code to attempt to resolve a dispute arising under any resulting agreement and is a required prerequisite to suit in accordance with Chapter 107, Texas Civil Practices and Remedies Code. Bidders must submit written notice of claim of breach of contract to the following:

Dr. David Lunt, Texas A&M AgriLife Research

Dr. Susan Ballabina, Texas A&M AgriLife Extension Service

Dr. Amy Swinford, Texas A&M Veterinary Medical Diagnostic Laboratory (TVMDL)

20. EXPORT CONTROL

Bidder agrees to comply with all applicable US Export Control laws and regulations to include the Export Administration Regulations (EAR), the International Traffic in Arms (ITAR) and any other applicable US export laws and regulations. As a research member of the Texas A&M University System, Texas A&M AgriLife typically does not take receipt of export controlled goods, technical data, services or technology ("materials") except as may be specifically agreed by Texas A&M AgriLife. Bidder agrees that it will not provide or make accessible to Texas A&M AgriLife any export controlled materials without first informing Texas A&M AgriLife of the export-controlled nature to the materials and obtaining from Texas A&M AgriLife its written consent to accept such materials as well as any specific instructions for delivering controlled materials to Texas A&M AgriLife. Bidder agrees to obtain government approval or export license if required from the appropriate US Government agency and to share that information with Texas A&M AgriLife prior to delivery of such materials.