

Administrative Services

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



April 9, 2019

TO BIDDER:

Transmitted herewith is Invitation For Bid #B960021. To submit a bid, please complete the Invitation For Bid form and return it to the Texas A&M AgriLife Purchasing Department by the bid opening date and time. Mailed, hand delivered, facsimile (979-458-1217), and emailed (bids@ag.tamu.edu) bids will be accepted if received prior to the bid opening date and time. If submitting a bid through the mail or by hand delivery, please show the bid invitation number and the bid opening date in the lower left hand corner of a sealed envelope.

Bids must be submitted on the Texas A&M AgriLife Purchasing Department's Invitation for Bid form. Please read carefully the terms and conditions. **The bid 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 the number is unavailable, enter your federal taxpayer identification number or your social security number. 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 #412, College Station, Texas 77843. Paid visitor parking is located in the first row of Lot 97.

After the bids have been evaluated, the vendor receiving a bid award from this solicitation will be issued a purchase order.

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:

Chris Chamberlain, CTPM
Assistant Director of Purchasing
Texas A&M AgriLife Administrative Services
Purchasing Department
979-845-4786 979-458-1217 (fax)
cchamberlain@tamu.edu

INVITATION FOR BID — RETURN SEALED BIDS TO:

04/09/2019

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: 04/19/2019 at 3:00PM (CST)

BID NO: B960021 BUYER: CAC

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-LUBBOCK
1102 E DREW ST.
LUBBOCK TX 79403-6603

Item	Description	Quantity	UOM	Unit Price	Ext Price
1	<p>DRIP LINE IRRIGATION SYSTEM</p> <p>Base Bid: Furnish all labor (including detail design), materials, and equipment necessary to install a subsurface drip line irrigation system covering approximately 5.9 acres, including trenching, backfilling. All work shall be per manufacturers' recommendations and these specifications.</p> <p>Owner shall furnish tractor with GPS guidance and operator.</p> <p>See attached Specifications and Terms & Conditions.</p>	1	JOB		
2	<p>Alternate 1:</p> <p>Furnish multizone controller(s) capable of handling the system. Hunter, Eco-Drip, or approved equal.</p> <p>See attached Specifications and Terms & Conditions.</p>	1	JOB		
				TOTAL	

NUMBER OF DAYS TO COMPLETION AFTER RECEIPT OF PURCHASE ORDER: _____

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

Chris A. Hamblen

PURCHASING AGENT FOR TEXAS A&M AGRILIFE

Administrative Services

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



ATTACHMENT A Invitation For Bid #B960021

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, based on the requirements of the "Final Acceptance and Payment" section of the specifications.

Discounts

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

Manuals

All manuals shall be delivered with the equipment and shall be in English.

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 contact the following in writing:

Chris Chamberlain

Fax, 979/458-1217

E-mail, cchamberlain@tamu.edu

All questions must be received on or before Tuesday, April 16, 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.

SPECIFICATIONS

Drip Line Irrigation System

*Texas A&M AgriLife Research
& Extension Center
Lubbock, Texas*

Texas A&M System



PROJECT NO. 0211

April 2019

NOTICE OF PROJECT

Drip Line Irrigation System
Texas A&M AgriLife Research & Extension Center
Lubbock, Texas
April 2019 Project No. 0211

SCOPE OF WORK

Base Bid - Furnish all labor (including detail design), materials and equipment necessary to install a subsurface drip line irrigation system covering approximately 5.9 acres, including trenching, backfilling. All work shall be per manufacturers' recommendations and these specifications.

Owner will furnish tractor with GPS guidance and operator.

Alternate 1 – Furnish multizone controller(s) capable of handling the system. Hunter, Eco-Drip or approved equal.

INSTRUCTIONS TO BIDDERS

PROJECT SITE

The project site is located at the Texas A&M AgriLife Research & Extension Center, 1102 East Drew St., Lubbock, Texas. (just north of airport).

EXAMINATION OF SITE & OWNER'S REPRESENTATIVE

To arrange for site investigation contact Owner's Representative: **Dr. Katie Lewis (Owner's Representative) 806-746-6101.**

No information noted in the specifications shall relieve the Contractor of the responsibility of visiting the site and making such investigations as he/she may require.

After investigating the project site and comparing the Drawings and Specifications with the existing conditions, the bidder should immediately notify the Buyer of any conditions for which requirements are not clear, or about which there is any question regarding the extent of the Work involved.

Should the successful bidder fail to fully investigate and should a question arise later as to the extent of the Work involved in any particular case, the Buyer and agency Engineer will make the proper interpretation of the Contract Documents.

Buyer – Chris Chamberlain, 979-845-4786, cchamberlain@tamu.edu

Engineer – Jimmy Dunn, 979-845-2180, jd-dunn@tamu.edu

QUALIFICATIONS OF BIDDER

The Owner may make such investigations as necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish any requested information and data including an audited financial statement within 5 days of the Bid Opening. The Owner reserves the right to reject any bid if, the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that this Bidder is properly qualified to complete the Work.

BONDS (re. Appendix for example forms)

Bid Bond / Proposal Guaranty - **Not required.**

Payment Bond - Only required on projects totaling more than \$25,000.

Performance Bond - Only required on projects totaling more than \$100,000.

CONTRACT AWARD

The Owner agrees if the Contract is awarded, the award will be made within sixty (60) days of the bid opening date, unless otherwise stated in the Request for Quote.

Immediately following action by the awarding authority, the successful bidder will be notified of the award.

The Owner reserves the right to accept or reject any or all alternates or to accept any combination of alternates considered advantageous.

PURCHASE ORDER

Texas A&M - AgriLife Research / AgriLife Extension / Forest Service / Veterinary Medical Diagnostic Lab reserves the right to substitute the word "Purchase Order" for "Contract" in the documents whenever it feels that a signed Purchase Order will expedite the Project

INSURANCE

The Contractor shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to Texas A&M AgriLife Research/Extension/Forest Service. By requiring such minimum insurance, the Owner shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to Texas A&M AgriLife Research/Extension/Forest Service at least ten days before the effective date of the cancellation.

Coverage

Limit

Worker's Compensation

Statutory Benefits (Coverage A)
Employers Liability (Coverage B)

Statutory
\$1,000,000 Each Accident
\$1,000,000 Disease/Employee
\$1,000,000 Disease/Policy Limit

Workers' Compensation policy must include under Item 3.A. on the information page of the workers' compensation policy the state in which work is to be performed for Texas A&M AgriLife Research/Extension/Forest Service. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted.

Automobile Liability

Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage; If a separate Business Auto Liability policy is not available, coverage for hired and non-owned auto liability may be endorsed on the Commercial General Liability policy.

Additional Endorsements

The Auto and Commercial General Liability Policies shall name the Texas A&M University System Board of Regents for and on behalf of The Texas A&M University System and Texas A&M AgriLife Research/Extension/Forest Service as additional insured's.

Commercial General Liability

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000

Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$300,000
Medical Payments	\$5,000

The required commercial general liability policy will be issued on a form that insures the Contractor's or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement

The Contractor shall deliver to Texas A&M AgriLife Research/Extension/Forest Service:

Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by the Contractor under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

All insurance policies, with the exception of worker's compensation, employer's liability and professional liability shall be endorsed and name The 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 Research/Extension/Forest Service as Additional Insureds up to the actual liability limits of the policies maintained by the Contractor. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage. The Commercial General Liability Additional Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.

All insurance policies shall be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System, The Texas A&M University System and Texas A&M AgriLife Research/Extension/Forest Service. No policy will be canceled without unconditional written notice to Texas A&M AgriLife Research/Extension/Forest Service at least ten days before the effective date of the cancellation.

All insurance policies shall be endorsed to require the insurance carrier providing coverage to send notice to Texas A&M AgriLife Research/Extension/Forest Service ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required in this Section 11.

Any deductible or self-insured retention must be declared to and approved by Texas A&M AgriLife Research/Extension/Forest Service prior to the performance of any services by the Contractor under this Agreement. The Contractor is responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement shall be mailed or emailed to the following Texas A&M AgriLife Research/Extension/Forest Service contact:

Name:	Jimmy Dunn	Email Address: jd-dunn@tamu.edu
Address:	AgriLife Admin Services – Engineering TAMU 2147 College Station, Texas 77843-2147	

The insurance coverage required by this Agreement will be kept in force until all services have been fully performed and accepted by Texas A&M AgriLife Research/Extension/Forest Service in writing, except as may be noted.

The furnishing of the above listed insurance coverage, as may be modified herein, must be tendered prior to performance of the Contract. Failure to provide the insurance in a timely fashion may result in loss of the Contractor's bid surety and/or cancellation of the Contract.

The Owner shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements as they apply to the limits set out in these specifications.

If insurance policies are not written for the amounts specified, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

FINAL ACCEPTANCE AND PAYMENT

Schedule of Values: Prior to Notice to Proceed, Contractor shall submit a Schedule of Values detailing a breakdown of labor and material values for each division of work.

Progress Payments: Invoices/draws may be submitted at monthly intervals for progress payment of labor and materials on site to date. Retainage of 10% may be withheld till final.

Notification: When the work is completed, the Contractor shall notify the engineer that the work will be ready for pre-final inspection on a definite date. Upon verification by the engineer that the deficiencies found during pre-final inspection have been corrected and the Work is ready for final inspection and acceptance, the engineer will within 10 days make a final inspection, and when the work is found acceptable under the Contract documents, without exceptions, and the contract is fully preformed, the Owner will make final payment to the Contractor.

Final Payment Documentation: Neither the final payment nor the remaining retained percentages shall become due until the Contractor submits to the Engineer (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the owner or its property might in any way be responsible, have been paid or will be paid or otherwise satisfied within thirty days after receipt of final payment from the Owner, or within the period of time required by Article 601f, T.C.S., (2) consent of surety, if any, to final payment and (3) if required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, release and waivers of claims arising out of the Contract, to the extent and in such form as may be designated by the Owner.

Final Payment: The making of final payment shall constitute a waiver of all claims by the Owner except those arising from: (1) faulty or defective work appearing after Beneficial Occupancy; (2) failure of the work to comply with the requirement of the contract documents; (3) terms of any special warranties required by the contract documents. Acceptance of Final Payment shall constitute a waiver of all claims by the Contractor except those specifically enumerated at the time of final payment.

GENERAL REQUIREMENTS

WORK AREA AND ACCESS

All work, materials storage, staging, and parking shall be confined within the area(s) designated by the Owner's Representative.

Access to the property shall be coordinated directly with the Owner's Representative. No construction traffic will be allowed over field/pasture roads or other non-designated areas.

The Contractor shall have on project site sufficient barricades to assure a minimum of inconvenience to traffic around the work area.

INTENT

Intent is for a turnkey project with complete and operational systems. To that end, furnish and install any items required for a complete installation but not specifically noted in the specifications and drawings at no additional expense to the Owner.

RULES AND REGULATIONS

Work shall be performed in accordance with rules and regulations of the state of Texas, the latest edition of the National Electrical Code (NEC), Life Safety Code and other applicable requirements of National Fire Protection Association (NFPA), International Plumbing Code, International Mechanical Code and International Fuel Gas Code.

Give precedence to drawings and specifications when they require higher standards than those required by rules, regulations, and/or codes. Otherwise rules, regulations, and codes govern.

This project is not subject to local/municipal codes and/or permitting as it is being constructed on property belonging to the state of Texas. It is subject to requirements of the power provider.

It is the responsibility of the Contractor to call 811 / Texas 811 to verify any underground lines/utilities before any digging, trenching and/or other underground work is started on site.

USE OF FACILITIES

The building will be in use. Contractor shall insure that Owner's personnel and equipment will not be endangered during construction and will be allowed continued operations within the buildings and grounds.

Pick up/sweep work space daily and/or more often if necessary and maintain clean paths of travel

TOOLS, EQUIPMENT AND VEHICLES

The Contractor shall furnish all tools (hand, power, pneumatic, etc.), equipment, and vehicles for the construction of this project. **All facilities, tractors, welders, forklifts, etc. are off limits.**

SANITARY FACILITIES

The Contractor shall provide adequate sanitary facilities for his/her employees.

CONSTRUCTION UTILITIES

Water Service: The Owner will furnish water for construction purposes free of charge from an existing well. Point of connection and use shall be coordinated with Owner's Representative. The Contractor must furnish all tanks, pipes, hoses, fittings, devices, and accessories required for his/her operations.

DELIVERIES

The Contractor shall have personnel at the site necessary to accept delivery and accomplish unloading / handling of materials and equipment. The Owner will not be responsible for accepting and/or unloading of materials and equipment associated with this job.

STORAGE AND PROTECTION

The Contractor shall properly store materials and equipment at the jobsite within an area designated by the Owner's Representative. Protect same from the elements when in open storage. The Contractor will be responsible for keeping the assigned area free from fire hazards relating to improper storage procedures. The Owner accepts no responsibility for the security of the stored materials.

Properly protect all property, including insulation, pre-finished units, equipment, surfaces, vegetation, and other items during construction. Handle materials, equipment and devices carefully to prevent damage.

Material or equipment improperly handled or damaged from rough usage or improper storage shall be removed and replaced with new units when so directed by the Engineer.

CLARIFICATION

In case of doubt, do not proceed with work without first obtaining from the Engineer additional information or detail drawings as may be necessary for proper execution of work. Report discrepancies found in drawings and specifications without delay.

SUBSTITUTION OF MATERIALS

Where any article or thing is specified by proprietary name, trade name, name of manufacturer or catalog number with or without the addition of such expressions as "or equal" or "approved equal", it is to be understood that the article named or the equal thereof is intended, subject to the approval of the Engineer as to the equality thereof, and it is distinctly understood (1) that the Engineer shall use his judgement in determining whether or not any article or thing proposed to be substituted is the equal of any article or thing as specified; (2) that the decision of the Engineer on such questions of equality shall be final; and (3) that in the event of any adverse decision by the Engineer, no claim of any sort shall be made or allowed against the Owner.

CUTTING AND PATCHING

Required cutting and patching shall be done by the Contractor and/or responsible Subcontractor as necessary to accomplish the work described. Insure that all related penetrations, both old and new, are accomplished in a workmanlike manner and sealed as necessary for weather tight conditions upon completion of work.

DAMAGES

Care shall be exercised to prevent damages to existing facilities, trees, lawns, site improvements, site utilities, equipment, etc. Any such damages occurring shall be promptly corrected as directed by the Engineer. No claims for corrected work due to damages resulting from the Contractor or his Subcontractor shall be considered for payment.

WASTE DISPOSAL AND CLEANING

All material removed/replaced shall become property of the Contractor, unless otherwise agreed with the Owner's Representative, and legally disposed of or re-cycled.

Debris shall be contained in a container, truck, or restricted refuse area as coordinated with the Engineer and Owner's Representative.

The Contractor shall be responsible for keeping the job site picked up clean and uncluttered during the course of construction. This includes timely removal and proper legal disposal off-site of all waste and debris associated with his/her job.

The Contractor shall provide safe and reliable transportation of debris, so that no material is allowed to fall onto public property or any other property other than the destination to which the removed materials are being transported.

Prior to final inspection and acceptance, perform final cleaning and removal of all waste, debris, and/or surplus materials resulting from this work.

GUARANTEE

The Contractor shall guarantee that the work performed under this contract is free from faulty materials and workmanship and will remain so for a period of one year from the date of substantial completion / acceptance by the Owner. Final payment on the contract by the Owner shall not relieve the Contractor of this responsibility.

Specific requirements for additional warranties and guarantees to include parts, labor, and other costs are noted in various sections of the technical specifications. Extended warranties / guarantees are required for, but not limited to, the following: **Not applicable.**

Upon completion and prior to final payment, the Contractor shall furnish two complete copies of the following, all in clear vinyl jackets and assembled within 3-ring binder type covers:

Written certification, signed by the Contractor, attesting to the fact that the completed project complies with the requirements of the specifications and drawings and is warranted for a period of one year as outlined above.

Copies of manufacturers' warranties for all equipment and fixtures.

Manufacturers' operating manuals, instructions and information for all equipment.

Contractor and Subcontractor contact information for service.

TECHNICAL REQUIREMENTS

SCOPE OF WORK

Furnish all labor (including detail design), materials and equipment necessary to install a subsurface drip line irrigation system covering approximately 5.9 acres, including trenching, backfilling. All work shall be per manufacturers' recommendations and these specifications.

Owner will furnish tractor with GPS guidance and operator.

System shall be installed within two (2) weeks of receipt of purchase order.

DESIGN PARAMETERS

System shall be configured to serve 64 individually controlled (approximately 0.09 +/- acre) test plots, 8 rows ea. x 150' length.

Space drip lines forty (40) inches apart at a depth of twelve (12) to fourteen (14) inches each plot.

Emitters shall be spaced at max. eighteen inches (18") on center along drip line runs.

Design for existing supply.

System components shall be properly sized and matched to deliver approximately 2+/- gpm per plot.

SUBMITTALS

Submittals required for all materials.

Submit list of six (6) previous jobs with dates, brief description, and contact names and phone numbers for reference purposes.

Submit information relative to providing a clear description of the components and installation. Include copies of manufacturer's information, catalog descriptions, data sheets, test reports, layout / shop drawings, plans, etc.

QUALITY ASSURANCE

Installer shall have minimum two years experience in similar work.

MATERIALS

Alternate 1 – Fully programmable multizone controller(s) capable of handling the system. Hunter, Netafim, Eco-Drip or approved equal.

Injection ports shall be configured as necessary with fittings / adaptors and quarter turn ball valves **suitable for acidizing and chemical / fertilizer injection to each plot.**

Valves: -Solenoid valve for each plot. Solenoid shall be 24 VAC rated .13 amp holding. Valve shall be Netafim or approved equal.
-Injection and flush valves shall be quarter turn ball valves, gray schedule 80 construction. Valves shall have Safe-T-Shear stem and polypropylene handle, certified by NSF International for use in potable water service and pressure rated at 150 PSI for water at 73 deg. F. **Submit for approval.**

Valve Boxes shall be composite poly boxes of adequate size, suitable for in-ground installation and complete with lids. Manufactured by DFW Plastics, NDS or approved equal.

Drip line shall be seamless extruded line with injection molded emitters installed on 18" spacing. The emitters shall have an outlet flap and pressure compensating with min. flow rate of .16 gallons per hour. Minimum wall thickness shall be 15 mils. Drip line shall be Netafim DripNet PC 636 or approved equal.

Provide connections to PVC sub-mains with methods as recommended by manufacturer.

Injection and flush valves shall be quarter turn ball valves. Valves shall have Safe-T-Shear stem and polypropylene handle, certified by NSF International for use in potable water service, and pressure rated at 150 PSI for water at 73 deg. F. **Ball valves shall be gray schedule 80 construction.** Submit for approval.

Air relief valves shall be appropriate size for the application with male NPT connection and capable of remaining open at min. 10 PSI. Valve shall be Netafim or approved equal.

Piping and fittings shall be PVC, min. SDR-26/160psi for 3" diameter and under, with exception SDR-21/200 psi for 1" diameter. All unions and flanges shall be scheduled 80 PVC material.

Solvent Cement: Primer and solvent as recommended by PVC pipe manufacturer.

Control Wire shall be typical irrigation control cable. Connections shall be made waterproof.

Furnish any/all other miscellaneous devices, fittings, unions, adaptors, etc. necessary to make system fully functional and operational.

INSTALLATION

Connect system to existing filter assemblies, main meter, valves, etc. as necessary and test for proper operation.

Mount controller(s), meter read out, and other devices on ¾" plywood board(s) attached in existing filter house. Attachment may be made to shed structural members, but there shall be no attachment solely to wall siding.

Contractor to install appropriate PVC piping from filter house to field plots.

Insure that solenoids are positioned upstream from water meters and meters are located with adequate straight line dimensions from tees, elbows and other interruptions that accurate measurement will not be affected. Any changes shall allow adequate room for service and replacement of components.

Drip tape lateral spacing shall be laid within two (2) inches tolerance. Tape shall be installed with equipment incorporating RTK (Real Time Kinematic) / GPS technology for automated tractor guidance system.

Owner will furnish tractor w/ guidance and Operator.

Contractor shall furnish drip line injection plow, delivery of drip line spools, and all labor involved with loading spools on the plow and splicing the lines.

Manifold drip lines together at far end of plots with appropriate PVC piping and turn up uniformly above grade as necessary to tee off to a faucet outlet and a flush valve and turn back down (i.e. inverted U configuration) into a larger manifold connecting each station. Coordinate exact locations with Owner's Representative.

Install tees with risers and air relief valves at locations as necessary.

Install thrust blocks as necessary and in accordance with NRCS recommendations and good practice.

Complete all ties, connections, etc. as necessary to make system fully functional and operational.

Pressure test system at conditions for maximum operating pressure.

Flush system thoroughly after installation.

APPENDIX

PAYMENT BOND

STATE OF TEXAS

COUNTY OF LUBBOCK

KNOW ALL MEN BY THESE PRESENTS

That we, _____, as Principal, and _____, as Surety, are hereby held and firmly bound unto the State of Texas in the penal sum of: _____ Dollars (_____) for the payment whereof, the said Principal and Surety bind themselves, their heirs, executors, administrators and successors, jointly and severally firmly by these presents.

The conditions of this obligation are such that, whereas the Principal entered into a certain contract (the "Contract"), which Contract is incorporated into this Payment Bond by this reference, with the State of Texas acting by and through the Board of Regents of The Texas A&M University System, as Obligee, dated _____ for the **Drip Line Irrigation System, Texas A&M AgriLife Research & Extension Center, Lubbock, Texas** Project No. **0211**

NOW, THEREFORE, if the Principal shall promptly make payments to all claimants, as defined in Chapter 2253, Texas Government Code, supplying labor and materials in the prosecution of the work provided for in said Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

This Bond is made and entered into solely for the protection of all claimants supplying labor and material in the prosecution of the Work provided for in said Contract, and all such claimants shall have a direct right of action under the Bond as provided in Chapter 2253, Texas Government Code.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed under the Contract shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed under the Contract.

The Surety agrees to pay the State of Texas upon demand all loss and expense, including attorney's fees and court costs, incurred by the State of Texas by reason of or on account of any breach of this obligation by the Surety.

IN WITNESS WHEREOF, the Principal and Surety have duly signed and sealed this instrument this _____ day of _____, 201__.

_____, Principal

(PRINCIPAL'S SEAL)
if a corporation)

By: _____

Name: _____

Title: _____

_____, Surety

(SURETY'S SEAL)

By: _____



Name: _____

Attorney-in-Fact

Untitled Map

Write a description for your map.

Legend

-  Lubbock SDI
-  US Cooperative Extension Services



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 Bids should be submitted on this form. 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.
- 1.4 When sending bids via the U.S. Postal Service, use the address on the front of this IFB. 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.
- 1.5 Late or unsigned bids will not be considered under any circumstances.
- 1.6 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.
- 1.7 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.
- 1.8 Bids should give Vendor ID Number, full name and address of bidder. Failure to sign bid will disqualify it. Person signing bid should show title or authority to bind his or her firm in a contract. Firm name should appear on each page of a bid, in the block provided in the upper right hand corner. The Vendor ID Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. Enter this number in the spaces provided on the front side (upper left) of the IFB. If this number is not known, complete the following: 1. Enter your Federal Employer Identification Number. 2. Sole owner should also enter Social Security Number.
- 1.9 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.
- 1.10 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.
- 1.11 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.
- 1.12 Consistent and continued tie bidding could cause rejection of bids by the Agency and/or investigation for antitrust violations.
- 1.13 Check below if preference is claimed under Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter C, Section §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

1.14 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.

1.15 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, Section 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

The bidder agrees to protect the Agency from claims involving infringement of patents or copyrights.

9. BIDDER ASSIGNMENTS

Bidder hereby assigns to the Agency any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, *et seq.* (1973), and which arise under the antitrust laws of the State of Texas, Texas Business and Commerce Code Ann. Sec. 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. §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 the 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 Section 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 this contract or indirectly through a subcontract under this contract. The acceptance of funds by the vendor or any other entity or person directly under this contract or indirectly through a subcontract under this 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 Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency. If Section 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 <https://www.sam.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 ("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 vendor is unable to do so, then the Agency may terminate this Agreement and vendor will refund to the Agency all amounts the Agency has paid under this 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

- 12.1 The 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, the 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 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.
- 12.3 The bidder acknowledges that the Agency is required to post a copy of any fully executed Agreement on its Internet website in compliance with Section 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 at <http://agrifileas.tamu.edu/library/pdf/purchasing/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. DISPUTE RESOLUTION

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used as further described herein, by the Agency, and the bidder to attempt to resolve any claim for breach of contract made by vendor:

- 19.1 Bidder's claim for breach of this contract, that the parties cannot resolve in the ordinary course of business, shall be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Texas Government Code. To initiate the process, bidder shall submit written notice, as required by Subchapter B, to:

Dr. David Lunt, Texas A&M AgriLife Research
Dr. Robert Whitson, Texas A&M AgriLife Extension Service
Dr. Amy Swinford, Texas A&M Veterinary Medical Diagnostic Laboratory (TVMDL)

Said notice shall also be given to all other representatives of the Agency and bidder otherwise entitled to notice under the parties' contract. Compliance by bidder with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Texas Government Code.

- 19.2 The contested case process provided in Chapter 2260, Subchapter C, of the Texas Government Code is the bidder's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by the Agency if the parties are unable to resolve their disputes under subparagraph (a.) of this paragraph.
- 19.3 Compliance with the contested case process provided in Subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by the Agency, nor any conduct of any representative of the Agency thereafter, shall be considered a waiver of sovereign immunity to suit.
- (1) The submission, processing, and resolution of bidder's claim is governed by the published rules as adopted by the Office of the Attorney General of the State of Texas pursuant to Chapter 2260 as currently effective, hereafter enacted or subsequently amended.
 - (2) Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of the performance by the bidder, in whole or in part.
 - (3) The designated individual responsible on behalf of the Agency for examining any claim or counterclaim and conducting any negotiations related thereto, as required under Section 2260.052 of the Texas Government Code shall be Dr. David Lunt (Research) / Dr. Robert Whitson (Extension) / Dr. Amy Swinford (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, the Agency typically does not take receipt of export controlled goods, technical data, services or technology ("materials") except as may be specifically agreed to by the Agency. Bidder agrees that it will not provide or make accessible to the Agency any export controlled materials without first informing the Agency of the export controlled nature of the materials and obtaining from the Agency, its written consent to accept such materials as well as any specific instructions for delivering controlled materials to the Agency. Bidder agrees to obtain government approval or export license if required from the appropriate US government agency and to share that information with the Agency prior to delivery of such materials.

Bidder shall provide the Agency with applicable export control classification number (ECCN) or category (EAR or ITAR) for item(s), and/or indicate whether the item(s) to be purchased are export controlled.

ECCN or ITAR Category: _____