

# AM06 - Texas A&M AgriLife Research Purchase Order

P.O. Date: 9/16/2016

Purchase Order Number

AM06-17-P032500

SHOW THIS NUMBER ON ALL  
PACKAGES, INVOICES AND  
SHIPPING PAPERS.

V E N D O R	Vendor Number: 00033213 Crop Production Services Inc
	PO BOX 398 MOODY, TX 765570398

S H I P T O	AGRILIFE RES & EXT CTR-MCGR - Priscilla Dowell Attn: Chris Chamberlain, 979-845-4786 AGRILIFE RES & EXT CTR-MCGR 773 AG. FARM ROAD MCGREGOR, TX 76657-3501 USA Email: pdowell@ag.tamu.edu Phone: (254) 840-2878
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INVOICING VENDOR SHALL SUBMIT AN ITEMIZED INVOICE SHOWING PURCHASE ORDER NUMBER. IF YOUR INVOICE IS NOT PROCESSED AS INSTRUCTED, PAYMENT MAY BE DELAYED.

B I L L T O	AGRILIFE RES & EXT CTR-MCGR AgriLife Administrative Services (AGSV) 436 578 John Kimbrough Blvd 2147 TAMU COLLEGE STATION, TX 77843 US Email: Apinvoices@ag.tamu.edu Phone: (254) 840-2878
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<p><b>Please login to Buy A&amp;M to retrieve attachments associated with the Purchase Order.</b></p> <p>Solicitation (Bid) No.: AM06-17-B000643</p>	<p>Payment Terms: Net 30 Shipping Terms: F.O.B., Destination Freight Terms: Freight Allowed Delivery Calendar Day(s) A.R.O.: 1</p>
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Item # 1  
Class-Item 335-09

34-17-00 Bulk Fertilizer

The fertilizer will be delivered by the vendor to the Texas A&M AgriLife Research Center in McGregor, Texas.

In addition to the fertilizer, the vendor will deliver a fertilizer tender and a wheel driven spreader that the Agency will use for application.

The fertilizer, tender, and spreader must be delivered to the Research Center on or before September 20, 2016. The tender and spreader will be used by the center personnel until the application has been completed. The time frame for use depends on weather and field conditions.

The vendor shall deliver the fertilizer to the Agency as needed so that the Agency does not run out. Although the Agency has requested just one tender, two tenders would be acceptable if the vendor believes that this would allow them to better meet the Agency's delivery requirements.

The spreader and tender are the responsibility of the vendor and will be picked up by the vendor upon notification by the Agency that they are no longer needed.

The quantity listed is an estimate only and does not constitute a guarantee of purchase. The fertilizer will be ordered on an "as needed" basis.

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
83.00	\$ 304.00	TON	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 25,232.00

Item # 2

**TERMS AND CONDITIONS OF PURCHASE:**

VENDOR'S ACCEPTANCE IS SUBJECT TO THE AGENCY'S TERMS AND CONDITIONS. THESE SUPERSEDE ANY OTHER TERMS AND CONDITIONS ISSUED BY THE VENDOR. HAVING THE STATUS OF A STATE AGENCY, TEXAS A&M AGRILIFE MUST ABIDE BY THE LAWS OF THE STATE OF TEXAS.

**TERMS OF PAYMENT:**

NET 30 DAYS UPON RECEIPT AND ACCEPTANCE BY THE AGENCY OR NET 30 DAYS UPON RECEIPT OF CORRECT INVOICE, WHICHEVER IS LATER.

**PUBLIC INFORMATION:**

(A) VENDOR ACKNOWLEDGES THAT TEXAS A&M AGRILIFE 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 TEXAS A&M AGRILIFE'S WRITTEN REQUEST, VENDOR WILL PROVIDE SPECIFIED PUBLIC INFORMATION EXCHANGED OR CREATED UNDER THIS AGREEMENT THAT IS NOT OTHERWISE EXCEPTED FROM DISCLOSURE UNDER CHAPTER 552, TEXAS GOVERNMENT CODE, TO TEXAS A&M AGRILIFE IN A NON-PROPRIETARY FORMAT ACCEPTABLE TO TEXAS A&M AGRILIFE. AS USED IN THIS PROVISION, "PUBLIC INFORMATION" HAS THE MEANING ASSIGNED IN SECTION 552.002, TEXAS GOVERNMENT CODE, BUT ONLY INCLUDES INFORMATION TO WHICH TEXAS A&M AGRILIFE HAS A RIGHT OF ACCESS.

(C) VENDOR ACKNOWLEDGES THAT TEXAS A&M AGRILIFE 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.

THE TEXAS HAZARD COMMUNICATION ACT (ARTICLE 5182B, VTCA) REQUIRES CHEMICAL MANUFACTURERS AND DISTRIBUTORS TO PROVIDE MATERIAL SAFETY DATA SHEETS (MSDS) FOR HAZARDOUS MATERIALS SOLD. PRODUCTS COVERED BY THIS ACT MUST BE ACCOMPANIED BY AN MSDS AND SUCH PRODUCTS MUST BE LABELED IN COMPLIANCE WITH THE LAW. IF THE PRODUCT IS NOT COVERED UNDER THE ACT, A STATEMENT OF EXEMPTION MUST BE PROVIDED.

TAX:	\$ 0.00
FREIGHT:	\$ 0.00
TOTAL:	\$ 25,232.00

ANY EXCEPTIONS TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED BY THE TEXAS A&M UNIVERSITY AGENCY PROCUREMENT OFFICE PRIOR TO SHIPPING.

The State of Texas is Exempt from all Federal Excise Taxes.  
State and City Sales Tax Exemption Certificate: The A&M System claims an exemption from taxes under Chapter 20, Title 122A Revised Civil Statutes of Texas for purchase of tangible personal property described in this order, purchased from Vendor listed above as this property is being secured for the exclusive use of the State of Texas.

The Terms and Conditions of the State shall prevail.

**FAILURE TO DELIVER:** 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 State reserves the right to purchase specified supplies and equipment elsewhere, and charge the increase in price and cost of handling to the Vendor. No substitution or cancellations permitted without prior approval of The Texas A&M University System.

STATE OF TEXAS AND THE TEXAS A&M UNIVERSITY SYSTEM TERMS AND CONDITIONS APPLY.

APPROVED

By: CHRISTOPHER CHAMBERLAIN

Email: [cchamberlain@tamu.edu](mailto:cchamberlain@tamu.edu)

Phone#: (979) 845-4786

BUYER

**Administrative Services**

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



September 13, 2016

TO BIDDER:

**Transmitted herewith is an Invitation For Bid #AM06-17-B000643.** To submit a bid, please login to our e-procurement system, Buy A&M (<https://buy.tamus.edu/bsol/login.sdo>). Vendors may view this bid by clicking on "Open Bids" and selecting the bid number. To respond online, your company's login ID and password is needed. In the event that your company does not have a login, you may complete the registration process at <https://buy.tamus.edu/bsol/external/fidCheck.jsp>.

While electronic submission is the preferred solicitation response method, mailed, hand delivered, facsimile (979-458-1217) and email ([bids@ag.tamu.edu](mailto: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, hand delivery, fax, or email, 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. In the lower left hand corner of the sealed bid envelope, please show the bid invitation number and the bid opening date.

*Bids must be submitted on the Texas A&M AgriLife Purchasing Department's Invitation for Bid form or through our e-procurement system, Buy A&M. Please read the terms and conditions carefully. If not submitting bid electronically through Buy A&M, the Vendor Information page must be signed and dated to be considered. Please enter your company name/address and your State of Texas vendor identification number on the Vendor Information page of the Invitation for Bid. If you do not have one, 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 #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:

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](mailto:cchamberlain@tamu.edu)

**TEACHING**

Texas A&M University  
College of Agriculture & Life Sciences

**RESEARCH**

Texas A&M AgriLife Research

**EXTENSION**

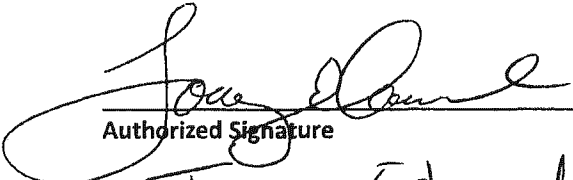
Texas A&M AgriLife Extension Service

**SERVICE**

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

VENDOR INFORMATION  
INVITATION FOR BID #AM06-16-B000643

This page is to be completed by the vendor and submitted with the bid response.

  
Authorized Signature

Tommy Edmond  
Print or Type Name


Sales                      9-15-2016  
Title                                      Date

CROP Production Services  
Company Name

P.O. Box 398 / 602 AVE B  
Address

Moody                      TX                      76557  
City                                      State                                      Zip

254 853-9324  
Phone                                      Fax                                      Email Address

  
Vendor ID Number

\_\_\_\_\_  
DUNS Number (If Available)

By signing, the vendor agrees to comply with the Agency's terms and conditions which are attached hereto.

# The Texas A&M University System

ORGANIZATION		DEPARTMENT	
Organization	AM06 - Texas A&M AgriLife Research	Department	06MCGR
Address	600 John Kimbrough Boulevard #509 College Station, TX 77843	Bill-to-Address	AgriLife Administrative Services (AGSV) 436 578 John Kimbrough Blvd 2147 TAMU COLLEGE STATION, TX 77843
Purchaser	CHRISTOPHER CHAMBERLAIN	Ship-to-Address	AGRILIFE RES & EXT CTR-MCGR 773 AG. FARM ROAD MCGREGOR, TX 76657-3501
Info Contact	Chris Chamberlain, 979-845-4786		

BID INFORMATION			
Description	34-17-00 Fertilizer		
Bulletin Desc.			
Bid Number	AM06-17-B000643	Bid Opening Date	09/16/2016 3:00 PM
Bid Type	Open Market	Type Code	
Alternate Id	94590AE	Fiscal Year	2017
		Available Date	09/13/2016 6:15 PM

## AMENDMENTS

## ITEMS

Item	Description	Quantity	Unit	Unit Price	Total
1.000	34-17-00 Bulk Fertilizer	83.00	TON	<u>304 ton</u>	<u>25,232</u>

The fertilizer will be delivered by the vendor to the Texas A&M AgriLife Research Center in McGregor, Texas.

In addition to the fertilizer, the vendor will deliver a fertilizer tender and a wheel driven spreader that the Agency will use for application.

The fertilizer, tender, and spreader must be delivered to the Research Center on or before September 20, 2016. The tender and spreader will be used by the center personnel until the application has been completed. The time frame for use depends on weather and field conditions.

The vendor shall deliver the fertilizer to the Agency as needed so that the Agency does not run out. Although the Agency has requested just one tender, two tenders would be acceptable if the vendor believes that this would allow them to better meet the Agency's delivery requirements.

The spreader and tender are the responsibility of the vendor and will be picked up by the vendor upon notification by the Agency that they are no longer needed.

The quantity listed is an estimate only and does not constitute a guarantee of purchase. The fertilizer will be ordered on an "as needed" basis.

Vendor's contact information for placing orders:

Name: Tommy Edmond  
 Telephone number: 254 216-2613  
 Email: thomas.edmond@CP5ATU.com

Delivery response time: 1 day(s)

The vendor will be contacted by a McGregor station employee

# The Texas A&M University System

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
	<p>when delivery is required.</p> <p>If there are any applicable taxes and/or fees related to the purchase of fertilizer that the Agency will be billed for, please include the name and rate here:</p> <hr/> <hr/> <p>Terms and Conditions: The vendor agrees to comply with the Agency's terms and conditions. These supersede any other terms and conditions issued by the vendor. Having the status of a state agency, Texas A&amp;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.</p> <p>Terms of Payment: Net 30 days upon receipt and acceptance by the Agency or net 30 days upon receipt of correct invoice, whichever is later.</p> <p>Public Information: (a) Vendor acknowledges that Texas A&amp;M AgriLife 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 Texas A&amp;M AgriLife's written request, vendor will provide specified public information exchanged or created under this agreement that is not otherwise excepted from disclosure under Chapter 552, Texas Government Code, to Texas A&amp;M AgriLife in a non-proprietary format acceptable to Texas A&amp;M AgriLife. As used in this provision, "public information" has the meaning assigned in Section 552.002, Texas Government Code, but only includes information to which Texas A&amp;M AgriLife has a right of access. (c) Vendor acknowledges that Texas A&amp;M AgriLife 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.</p> <p>The Texas Hazard Communication Act (Article 5182b, VTCA) requires chemical manufacturers and distributors to provide Material Safety Data Sheets (MSDS) for hazardous materials sold. Products covered by this act must be accompanied by an MSDS and such products must be labeled in compliance with the law. If the product is not covered under the act, a statement of exemption must be provided.</p> <p>Bidders please note: Texas A&amp;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:</p> <ol style="list-style-type: none"> <li>1) Purchase price.</li> <li>2) The product's ability to meet the criteria as stated in the specifications.</li> <li>3) The quality of the vendor's goods or services.</li> <li>4) The extent to which the goods or services meet the Agency's needs.</li> <li>5) The vendor's past relationship with the Agency.</li> <li>6) The total long-term cost to the Agency in acquiring the vendor's goods or services.</li> <li>7) The delivery time.</li> <li>8) The reputation/references of the vendor and the vendor's goods or services.</li> <li>9) The warranty.</li> <li>10) Any other relevant factor that a private business entity might consider in selecting a vendor.</li> </ol>				

**ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF THE PURCHASE**  
**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.

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**1. VENDOR REQUIREMENTS**

- 1.1 Vendors 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. Vendor guarantees product or service offered will meet or exceed specifications included.
- 1.3 Purchases should be "F.O.B. destination, freight prepaid and allowed". However, if vendor quoted freight otherwise, then face of order should show exact delivery cost and who bears cost if not included in unit price.
- 1.4 Prices are firm for within 30 days of the offer. Cash discounts were not considered in determining the best value. All cash discounts will be taken if earned.
- 1.5 Purchases made for the Agency's use are exempt from the State Sales tax and Federal Excise tax. Excise Tax Exemption Certificate will be furnished by the Agency upon request.
- 1.6 The Agency reserves the right to accept or reject all or any part of any offer, waive minor technicalities and issue the purchase order to the vendor that best serves the interests of the State. Any contract may also be extended up to three (3) months at the sole discretion of the Agency.
- 1.7 Consistent and continued tie offers could cause rejection of offers by the Agency and/or investigation for antitrust violations.

**2. SPECIFICATIONS**

- 2.1 Any catalogue, brand name, or manufacturer's reference used is descriptive only (not restrictive), and is used to indicate type and quality desired. Therefore, offers of brands of like nature and quality were considered unless otherwise specified. Vendor will be required to furnish brand names, numbers, etc., as specified on the purchase order unless noted otherwise at time of offer.
- 2.2 All items shall be new and unused, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated.
- 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 The Agency will not be bound by any oral statement or representation contrary to the terms and conditions of this purchase.
- 2.5 Manufacturer's standard warranty shall apply unless otherwise stated.

**3. DELIVERY**

- 3.1 Order delivery time as shown on the face of the purchase order reflects the number of days required to place material in receiving agency's designated location under normal conditions. Failure of vendor to state delivery time obligates supplier to complete delivery in 14 calendar days.
- 3.2 If delay is foreseen, supplier shall give written notice to the Agency. The Agency has the right to extend delivery date if reasons appear valid. If the supplier 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.
- 3.3 No substitutions or cancellation permitted without written approval of the Texas A&M AgriLife Purchasing Department.
- 3.4 Delivery shall be made during normal working hours only, unless prior approval for late delivery has been obtained from the Agency.

**4. INSPECTION 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 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 supplier. Goods which have been delivered and rejected in whole or in part may, at the Agency's option, be returned to the supplier or held for disposition at supplier's risk and expense. Latent defects may result in revocation of acceptance.

**5. AWARD OF CONTRACT**

A response to an Invitation for Bid is an offer to contract with the Agency based upon the terms, conditions, and specifications contained herein. Offers 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.

**6. PAYMENT**

Supplier 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 on an uncontested invoice. All payments will be made in accordance with the Texas Prompt Payment Act, Texas Government Code, Chapter 2251.

**7. PATENTS OR COPYRIGHTS**

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

**8. SUPPLIER ASSIGNMENTS**

Supplier hereby assigns to purchaser 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).

**9. VENDOR AFFIRMATION**

By accepting this order, the vendor affirms any false statement is a material breach of contract and shall void the submitted quote or any resulting contracts, and the vendor shall be removed from all bid lists. By signature hereon affixed, the vendor hereby certifies that:

- 9.1 The vendor 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 bid.
- 9.2 The vendor is not currently delinquent in the payment of any franchise tax owed to the State of Texas.
- 9.3 Pursuant to Section 2155.004, Texas Government Code, relating to collection of state and local sales and use taxes, the vendor certifies that the individual or business entity named in this order is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- 9.4 Neither the vendor nor the firm, corporation, partnership or institution represented by the vendor, or anyone acting for such firm, corporation, partnership or institution has violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal Antitrust Laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
- 9.5 The vendor had not received compensation for participation in the preparation of the specifications for order.
- 9.6 The supplier shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, from any acts or omissions of supplier or any agent, employee, subcontractor, or supplier of supplier in the execution or performance of this purchase order.
- 9.7 Vendor hereby 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.
- 9.8 Vendor certifies that they are in compliance with Section 669.003 of the Texas Government Code, relating to contracting with an executive of a state agency, Vendor represents that no person who, in the past four years, served as an executive of the Texas Comptroller of Public Accounts, Texas A&M AgriLife Research, Texas A&M AgriLife Extension Service, TVMDL, or any other state agency, was involved with or has any interest in this bid or any contract resulting from this bid. If vendor employs or has used the services of a former executive head of Texas A&M AgriLife Research, Texas A&M AgriLife Extension Service, TVMDL, or other state agency, then respondent shall provide the following information relating to contracting with an executive head of a state agency.

**Name of Former Executive:** \_\_\_\_\_

**Name of State Agency:** \_\_\_\_\_

**Date of Separation from State Agency:** \_\_\_\_\_

**Position with Vendor:** \_\_\_\_\_

**Date of Employment with Vendor:** \_\_\_\_\_

- 9.9 Vendor agrees to comply with Texas Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.
- 9.10 Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract awards.
- 9.11 Vendor 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 purchase order (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.

#### 10. NOTE TO VENDORS

Any terms and conditions attached to a quote will not be considered unless the vendor specifically refers to them in the quote. WARNING: Such terms and conditions may result in disqualification of the quote, (e.g. quotes with the laws of a state other than Texas, requirements for prepayment, limitations on remedies, etc.).

#### 11. 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"). Pursuant to Texas Government Code, Sections 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](mailto:da-schneider@tamu.edu) or call 979-847-5801.

#### 12. TEXAS FAMILY CODE SECTION 231.006

Ineligibility to receive state grants or loans, or receive bids or payments on state contracts.

- 12.1 A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to:
- (1) receive payments from state funds under a contract to provide property, materials, or services; or
  - (2) receive a state-funded grant or loan.
- 12.2 A child support obligor or business entity ineligible to receive payments under Subsection (a) remains ineligible until:
- (1) all arrearages have been paid; or
  - (2) the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.
- 12.3 Pursuant to Section 231.006 (c), Family Code, quote should include name and Social Security number of each person with at least 25% ownership of the business entity submitting the quote. Vendors that have pre-registered this information on the TPASS Centralized Master Bidders List have satisfied this requirement. If not pre-registered, attach name & Social Security number for each person. Otherwise this information must be provided prior to contract award.
- 12.4 Pursuant to Section 231.006, Family Code, re: child support, the vendor certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledge that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- 12.5 If a state agency determines that an individual or business entity holding a state contract is ineligible to receive payment under Section (a) the contract may be terminated.
- 12.6 If the certificate required under Subsection (d) is shown to be false, the vendor is liable to the State for attorney's fees, the costs necessary to complete the contract, including the cost of advertising and awarding a second contract, and any other damages provided by law or contract.
- Added by Acts 1995, 74<sup>th</sup> Leg., ch. 20, Sec. 1, eff. April 20, 1995.  
Amended by Acts 1995, 74<sup>th</sup> Leg., ch. 751, Sec. 82, eff. Sept. 1, 1995.

#### 13. ALTERNATIVE 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 vendor to attempt to resolve any claim for breach of contract made by vendor:

- 13.1 Vendor'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, vendor shall submit written notice, as required by Subchapter B, to:

**Dr. David Lunt, Texas A&M AgriLife Research**  
**Mr. Kyle Smith, Texas A&M AgriLife Extension Service**  
**Dr. Roger Parker, Texas A&M Veterinary Medical Diagnostic Laboratory (TVMDL)**

Said notice shall also be given to all other representatives of the Agency and vendor otherwise entitled to notice under the parties' contract. Compliance by vendor 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.

- 13.2 The contested case process provided in Chapter 2260, Subchapter C, of the Texas Government Code is vendor'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.
- 13.3 Compliance with the contested case process provided in Subchapter C is a condition precedent to seeking consent to sue from the Legislature under Ch. 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 vendor'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 vendor, 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 2260.052 of the Texas Government Code shall be Dr. David Lunt (Research) / Mr. Kyle Smith (Extension) / Dr. Roger Parker (TVMDL).

#### **14. ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY STANDARDS**

As required by 1 Texas Administrative Code, Chapter 213 (Applicable to State Agency and Institution of Higher Education Purchases Only):

- 14.1 Effective September 1, 2006, the Agency shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 Texas Administrative Code, Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.
- 14.2 Vendor shall provide the Agency with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). Vendors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide the Agency with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.