

AM06 - Texas A&M AgriLife Research Purchase Order

P.O. Date: 9/20/2016

Purchase Order Number

AM06-17-P032828

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

V E N D O R	Vendor Number: 00000804 VAI ARCHITECTS INC 16000 N DALLAS PARKWAY STE 200 DALLAS, TX 75248
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S H I P T O	TEXAS A&M AGRILIFE RES-DALLAS - Susan Cubero Attn: Contact JANINE LANE at (972)952-9245 AGRILIFE RESEARCH- DALLAS 17360 COIT RD. DALLAS, TX 75252 US Email: s-cubero@tamu.edu Phone: (972) 231-5362
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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	TEXAS A&M AGRILIFE RESEARCH-DALLAS AgriLife Administrative Services (AGSV) 436 578 John Kimbrough Blvd 2147 TAMU COLLEGE STATION, TX 77843 US Email: Apinvoices@ag.tamu.edu Phone: (972) 231-5362
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<p>Please login to Buy A&M to retrieve attachments associated with the Purchase Order.</p> <p>Solicitation (Bid) No.:</p>	Payment Terms: Net 30 Shipping Terms: F.O.B., Destination Freight Terms: Freight Allowed Delivery Calendar Day(s) A.R.O.: 0
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Item # 1
Class-Item 906-56

Supplemental site and landscaping design - Basic Services only
See Attached terms and signed proposal.

PUBLIC INFORMATION:

(A) VENDOR ACKNOWLEDGES THAT THE AGENCY IS OBLIGATED TO STRICTLY COMPLY WITH THE PUBLIC INFORMATION ACT, CHAPTER 552, TEXAS GOVERNMENT CODE, IN RESPONDING TO ANY REQUEST FOR PUBLIC INFORMATION PERTAINING TO THIS AGREEMENT, AS WELL AS ANY OTHER DISCLOSURE OF INFORMATION REQUIRED BY APPLICABLE TEXAS LAW.

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

(C) VENDOR 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.

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 105,000.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 105,000.00

TAX: \$ 0.00
FREIGHT: \$ 0.00
TOTAL: \$ 105,000.00

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: DEE SCHNEIDER

Email: da-schneider@tamu.edu

Phone#: (979) 845-4771

BUYER



August 5, 2016

Dr. David Lunt
Associate Director TAMU AgriLife
Texas A&M University
2142 TAMU
College Station, TX 77843-2142

Via email: David.Lunt@ag.tamu.edu

RE: PRICING PROPOSAL FOR SUPPLEMENTAL SITE AND LANDSCAPING DESIGN
TAMU AgriLife Research and Extension Center at Dallas

Dear Dr. Lunt:

The office of VAI Architects Incorporated (VAI) is pleased to present the following proposal for professional services for the supplemental site and landscaping design to Texas A&M AgriLife Research and Extension Center at Dallas (Client).

I. PROJECT DEFINITION

This proposal is for supplemental Civil Engineering, Landscape Architecture, Electrical Engineering and Cost estimating on the site connecting the future research lab and office building to Building E to create a completely developed landscape environment at the TAMU AgriLife center in Dallas. We have attached the previously developed schematic design landscape plan for your reference.

Project Design Team:

Managing Architect – VAI Architects
Landscape Architect- Coleman and Associates
Civil Engineer- Pacheco Koch
MEP Engineer – CCRD
Structural Engineer – JQ Engineering
Cost estimator – Richard Garza

Based on previous discussions we have had with you and your team we understand the proposed project involves the following:

Basic services:

A. Demo of existing parking and sidewalks

B. Additional new parking area

- 2 additional bays of parking and drive isles adding approximately 125 parking spaces
- Bioswale/ Rain Garden medians to collect parking lot runoff
- “Trex” boardwalks over rain gardens
- Contrasting pavers at crosswalks
- Parking area lighting and pedestrian lighting

C. Landscaped Garden consisting of:

- Main garden area

- Turf plot sculpture
- Landscape berm
- Seating and gathering thorough out
- Concrete sidewalks
- Secondary gravel paths
- Pedestrian and landscape lighting
- Spray and drip Irrigation

Optional Services:

- A. Leaf garden shade structure.**
- B. Garden entry welcome**
- C. Wayfinding signage and garden signage**

II. SCOPE OF SERVICES

We propose to provide professional design services as follows:

A. Professional Design Services

The following Services will be provided:
Management, Landscape Architecture, Civil Engineering, Structural Engineering and Electrical Engineering.

Design Development

Upon acceptance of this agreement and the formal Authorization to Proceed, the design team will start development of the Schematic Design that was included as part of the Research Center Project including:

- Develop and refine approved Schematic Design
- Produce all drawings to scale and in AutoCAD format
- Begin final Landscape, Hardscape and Irrigation Design
- Finalize all materials and methods of construction to prepare for the CD Phase
- Master format 2004 54 division cost estimate of the Schematic Design Documents

Meetings, Presentations, and Travel:

We have anticipated three (3) coordination meetings for the course of the Design Development phase.

Deliverables:

30"x42" package consisting of Landscape Architecture, Civil Engineering and Electrical engineering Drawings and Specifications and cost estimate.
Digital files will also be provided by Email or ShareFile link.

Construction Documents

Upon approval of Design Development the design team will produce fully detailed Construction Documents and specifications including:

Landscape Architecture

- Landscape planting plan
- Hardscape plan
- Irrigation plan
- Irrigation Sleeving Plan
- Site furniture selection

- Landscape details
- Landscape specifications

Civil Engineering

- Demolition plan
- Dimensional control plan
- Site paving plan
- Grading and drainage plan
- Storm water prevention plan
- Civil Engineering specifications

Electrical Engineering

- Electrical site plan
- Electrical specifications

Structural Engineering – For optional services only

Cost estimate

- Master format 2004 54 division cost estimate provided for Construction Documents

Meetings, Presentations, and Travel:

We have anticipated two (2) coordination meetings for the course of the Construction Documents phase

Deliverables:

30"x42" package consisting of Landscape Architecture, Civil Engineering and Electrical engineering Drawings and Specifications and cost estimate.

Digital files will also be provided by Email or ShareFile link.

Bid Phase Services

During the bidding phase the design team will assist in the development of the bidder list, provide coordination as required with prospective bidders and evaluate the bids with the Client.

Construction Phase Services

The design team will provide construction phase services including the following items:

- Review and approval of the contractors' submittals. Maintaining one set of project job files including submittals and samples.
- Site visits appropriate to the stage of construction to observe that the work proceeds in accordance with the design intent of the construction documents and for visual observation of the work in progress to review the general quality of the architectural work and notify the Owner and Contractor of any unacceptable work.
- Issuance of clarification drawings and other supplemental materials and interpretations to support the contractor during the construction phase.
- Preparation of Change Orders and/or Construction Design Directives (Supplemental Drawings to original design not a change in scope) as required for modification to Contract Sum or Time.
- Review and certify contractor payment applications.
- Provide a walkthrough upon notice of substantial completion to prepare a punch list, with a follow-up walkthrough to confirm items on punch list have been addressed.
- Review of project record closeout documents prepared by the Contractor for completeness.

B. Optional Services

1. **Leaf garden shade structure-** Design of an overhead shade structure that will serve as a destination space within the Garden. Materials, layout, columns, and overall design will be shown.

2. **Garden entry welcome structure** – Design of an overhead garden entry/welcome structure that will serve as the entry into the Garden space. Materials, layout, columns, and overall design will be shown.
3. **Wayfinding signage and garden signage** – Development of a wayfinding and signage program that identifies various elements within the garden, including plant species identification, wayfinding signage through the trails, educational descriptions of areas within garden, trailhead and program maps.

III. PROJECT SCHEDULE

VAI will be able to start the project approximately one (1) week from the time we receive a signed proposal. We believe the project can be completed in conjunction with the Research Lab and Office Building project but we will provide a proposed schedule after we receive notice to proceed (NTP).

IV. BASIS OF COMPENSATION

A. Professional Services

The proposed professional fee for the design services for the scope of Professional Design Services described above is calculated on a lump sum basis as follows:

Basic services: \$105,000

Optional services (provided if requested):

1. **Leaf garden shade structure: \$37,400**
2. **Garden entry welcome structure; \$11,000**
3. **Wayfinding signage and garden signage: \$11,000**

B. Anticipated Cost of Construction

Based on preliminary initial estimates by the team the construction cost is assumed \$2,250,000 (see the attached estimate).

C. Additional services:

The items listed below are not included in the services covered under this proposal; however, VAI Architects would be pleased to submit a proposal for these items as an Additional Service upon your request.

1. Professionally built architectural models and renderings
2. Special drawings or reports for approvals by statutory agencies
3. Out-Of-Phase revisions to previously approved work
4. Revisions to the Project Description, Scope of Services or Schedule
5. Additional meetings or presentations beyond those identified in our proposal
6. Design of storm water detention facilities
7. Design of any off site paving improvements, street extensions or widening

D. Reimbursable Expenses:

Reimbursable expenses are included in the lump sum number and include reproduction of documents for design review, printing, TAS Review, and project related travel.

E. Hourly Rates and Payment Provisions

For additional services provided by VAI that are not included in this proposal, the following billable hourly rates will apply:

Principal-In-Charge	\$225.00	Project Captain	\$125.00
Project Manager	\$185.00	Designer Technician	\$120.00
Project Architect	\$155.00	CAD Technician	\$85.00
Staff Architect	\$145.00	Clerical	\$55.00

Other additional consulting services not included in the scope of this proposal shall be reimbursed at one and one-tenth (1.1) times the amount expended by VAI in the interest of the project.

Payment by the Client shall be made to VAI within fifteen (15) days of monthly invoicing, based on percentages of completion of each stage of services.

V. SPECIAL PROVISIONS

Please note that our office has made the following assumptions with respect to this proposal:

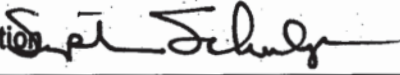
- A. Preparation of drawings will be on AutoCAD, Revit and /or SketchUp. Digital files of the work will be made available to the Client but the project design remains the property of the Architect.
- B. A single point of contact will be designated by the Client and shall be the primary source of Client information and approval

We look forward to working with you on this very important project. Please do not hesitate contacting me should you have any questions or if additional information is required.

Sincerely,

Barton Drake, AIA
Principal
VAI Architects

Please sign below and return if this proposal is acceptable. This will serve as our Notice to Proceed.

Stephen A. Schulze Asst. Vice Chancellor for Administration Texas A&M AgriLife		9/13/16
Printed Name	Signature	Date

Attachments: Schematic Landscape plan and cost estimate



PHASE II SCHEMATIC PLAN

TAMU AGRILIFE

7/27/2016



**TAMU Agrilife
Supplemental Plan
Cost Estimate 08-05-2016**



Item	Master Plan Qty.	Units	Unit Cost	Master Plan Total
1 Turf "Sculpture" conc. bands	1,200	LF	\$ 6.00	\$ 7,200.00
2 Rain Garden shrubs	12,000	SF	\$ 4.00	\$ 48,000.00
3 Rain Garden soil	700	CY	\$ 35.00	\$ 24,500.00
4 Rain Garden infrastructure	1	LS	\$ 75,000.00	\$ 75,000.00
5 Rain Garden Filter fabric/moisture barrier	1	LS	\$ 12,000.00	\$ 12,000.00
6 Main Garden Area				
6.1 Plantings, mulch, soil	100,000	SF	\$ 6.00	\$ 600,000.00
6.2 Small Trees	40	EA	\$ 500.00	\$ 20,000.00
6.3 Large Trees	15	EA	\$ 1,100.00	\$ 16,500.00
7 Berm	1,896	CY	\$ 25.00	\$ 47,407.41
8 "Leaf" Pavilion + area	1	LS	\$ 150,000.00	\$ 150,000.00
9 Boardwalks	6	EA	\$ 4,000.00	\$ 24,000.00
10 Spray Irrigation	60,000	SF	\$ 0.50	\$ 30,000.00
11 Drip Irrigation	100,000	SF	\$ 1.00	\$ 100,000.00
12 Garden Entry Structure	1	LS	\$ 25,000.00	\$ 25,000.00
13 Steel Edge	1,000	LF	\$5.00	\$ 5,000.00
14 Conc. edge	3,000	LF	\$6.00	\$ 18,000.00
15 Sod	60,000	SF	\$0.75	\$ 45,000.00
16 Gravel paths (Secondary Trails)	8,000	SF	\$5.00	\$ 40,000.00
17 Conc. sidewalks	8,000	SF	\$6.00	\$ 48,000.00
18 Seating	1	LS	\$10,000.00	\$ 10,000.00
19 Pavers at Crosswalks	1	LS	\$10,000.00	\$ 10,000.00
20 Lighting	1	LS	\$ 50,000.00	\$ 50,000.00
21 Site Demolition	1	LS	\$ 25,000.00	\$ 25,000.00
22 Site Grading	1	LS	\$ 10,000.00	\$ 10,000.00
23 Extended Parking Area	67,800	SF	\$ 5.50	\$ 372,900.00
24 Curb and Gutter	3,000	LF	\$ 14.00	\$ 42,000.00
25 Striping, Signage, Wheel stops, Ramps, Etc.	1	LS	\$ 5,000.00	\$ 5,000.00
26 Concrete Drive	500	SF	\$ 6.50	\$ 3,250.00
27 Irrig. Meters, Conn. to Existing Piping , Etc	1	LS	\$ 5,000.00	\$ 5,000.00
28 Storm Sewer Catch Basins and Piping	1	LS	\$ 10,000.00	\$ 10,000.00
Subtotal				\$ 1,878,757.41
9% Mark-up for Gen. Cond., Fee, Insur. & Bonds				\$ 169,088.17
10% Contingency				\$ 204,784.56
SHEET TOTAL				\$ 2,252,630.13

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.

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 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, 74th Leg., ch. 20, Sec. 1, eff. April 20, 1995.
Amended by Acts 1995, 74th 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/>.