

AM06 - Texas A&M AgriLife Research Purchase Order

P.O. Date: 10/18/2016

Purchase Order Number

AM06-17-P035642

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

V E N D O R	Vendor Number: 00001060 Bio-Rad Laboratories Inc 2000 Alfred Noble Dr Hercules, CA 94547
----------------------------	---

S H I P T O	AGRILIFE RES & EXT CTR- UVAL- Christine Thompson Attn: Contact CHRISTINE THOMPSON at (830)278- 9151 Ext. 231 TEXAS A&M AGRILIFE RES & EXT CTR- UVAL 1619 GARNER FIELD RD UVALDE, TX 788016205 USA Email: uvaldepayables@ag.tamu.edu Phone: (830) 278-9151
----------------------------	--

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 RES & EXT CTR- UVAL AgriLife Administrative Services (AGSV) 436 578 John Kimbrough Blvd 2147 TAMU COLLEGE STATION, TX 77843 US Email: Apinvoices@ag.tamu.edu Phone: (830) 278-9151
----------------------------	---

<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: Prepaid and Add Delivery Calendar Day(s) A.R.O.: 0
--	--

Item # 1
Class-Item 493-08

CFX Connect Real-Time PCR Detection System
Catalog Number 1855201

Includes:

- Hard-Shell Thin-Wall 96-Well Skirted PCR Plates, Pkg of 50, white shell/clear well PCR plate, rigid 2-component design. Catalog Number HSP9601
- MICROSEAL B ADHES SEAL, 100/PK. Catalog Number MSB1001
- SsoAdvanced Univ Probes Supermix 5x1 ml. Catalog Number 1725281
- iScript RT Supermix for RT-qPCR, 100 Rxn. Catalog Number 1708841
- SsoAdvanced Univ SYBR Grn Suprmix 5x1 ml. Catalog Number 1725271

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 14,995.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 14,995.00

Item # 2
Class-Item 962-86

FREIGHT CHARGE - FOB Destination

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 125.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 125.00

Item # 3

CFX Connect comes with a one year warranty and onsite training included in the price of the System.

TERMS AND CONDITIONS OF:

VENDOR'S ACCEPTANCE IS SUBJECT TO THE AGENCY'S TERMS AND CONDITIONS, ALSO SUBJECT TO TERMS AND CONDITIONS CONTAINED IN THE VENDOR'S CONTRACT FORM AND THE AGENCY'S EXCEPTIONS TO THESE TERMS AND CONDITIONS AS ESTABLISHED WITHIN THE CONTRACT ADDENDUM FORM TO VENDOR'S CONTRACT. THESE SUPERSEDE ANY OTHER TERMS AND CONDITIONS ISSUED BY THE VENDOR.

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, THE AGENCY IS A NON-PROPRIETARY FORMAT ACCEPTABLE TO THE AGENCY. AS USED IN THIS PROVISION, "PUBLIC INFORMATION" HAS THE MEANING ASSIGNED IN 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.

TERMS OF PAYMENT:

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

INSURANCE

THE VENDOR IS REQUIRED TO CARRY INSURANCE NAMING 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 AS ADDITIONAL INSURED FOR THE DURATION OF THIS 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.

REFERENCE QUOTE # 16-Q37830V6

TAX:	\$ 0.00
FREIGHT:	\$ 0.00
TOTAL:	\$ 15,120.00

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.

APPROVED

By: ALLANA (NOEL) MASON

Email: anmason@ag.tamu.edu

Phone#: (979) 845-4513

BUYER

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.

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



Bio-Rad
Laboratories

Life Science Group
2000 Alfred Nobel Drive
Hercules, CA 94547
Telephone: 800-4BIORAD
Fax: 1-800-879-2289
www.bio-rad.com

Price Quotation # 16-Q37830V6

Date: September 19, 2016

Quote Valid: 10/28/2016

Vijay Joshi
TEXAS A & M UNIV COLL STATION
COLLEGE STATION, TX
USA

Terms: Net 30
F.O.B.: FOB Destination, PPD and Add
Route: B_Best Way
Delivery: Within 30 Days, ARO
Sales Rep: Stephen Williams

Phone:

stephen_williams@bio-rad.com

Fax:

Email: vijay.joshi@tamu.edu

Catalog No.	Qty	Description	List Price	Net Price	Extension
Quoted Item(s)					
1855201	1	CFX Connect Real-Time PCR Detection Sys	\$24,950.00	\$14,995.00	\$14,995.00
HSP9601	1	Hard-Shell Thin-Wall 96-Well Skirted PCR Plates. Pkg of 50, white shell/clear well PCR plate, rigid 2-component design	\$235.00	\$0.00	\$0.00
MSB1001	1	MICROSEAL B ADHES SEAL,100/PK	\$165.00	\$0.00	\$0.00
1725281	1	SsoAdvanced Univ Probes Supermix 5x1 ml	\$345.00	\$0.00	\$0.00
1708841	1	iScript RT Supermix for RT-qPCR, 100 Rxn	\$485.00	\$0.00	\$0.00
1725271	1	SsoAdvanced Univ SYBR Grn Suprmix 5x1 ml	\$355.00	\$0.00	\$0.00
MCHG24	1	FREIGHT CHARGE			\$125.00
				Total	\$15,120.00

Notes

CFX Connect comes with a one year warranty and onsite training included in the price System requires a computer to run which is not included CFX Connect can perform SYBR green and FAM/VIC taqman assays Software is included and may be installed at no additional charge on unlimited systems CFX Connect never needs validation or calibrations and uses independent LEDS and photodiodes per channel preventing cross talk between channels that single light systems have. Has honeyblock comb block which makes each sample uniform across the whole plate.

Thank you for the opportunity to submit this quotation. Please contact me if you have any additional questions.

Stephen Williams

Phone:

Email: stephen_williams@bio-rad.com

To place an order:

Phone: 1-800-4BIORAD
Fax: 1-800-879-2289
Email: lsg.orders.us@bio-rad.com

Mail: Bio-Rad Laboratories, Inc
2000 Alfred Nobel Drive
Hercules, CA 94547

PrimePCR assays and panels can only be ordered online and through your Bio-Rad PunchOut site.
Or click [[here](#)] to add items to Bio-Rad Shopping Cart.

General Terms and Conditions of Sale in the U.S.

Price: The price for any product (hereinafter "Product") or service shall be the price stated in the Bio-Rad Laboratories, Inc. (hereinafter "Bio-Rad") quotation. Bio-Rad's quotations are valid for ninety (90) days unless otherwise stated in the quotation. Prices stated are exclusive of all taxes, fees, licenses, duties or levies and, unless otherwise stated in the quotation, transportation charges, freight and insurance. All pricing and special offers are subject to approval by Bio-Rad's National Sales Office and are not binding until this review is complete and approval has been given. Discounts only apply to the Products and Services that are ordered under the same purchase order number or placed at one time. Educational pricing is contingent upon receipt by Bio-Rad of a signed educational voucher submitted with the purchase order. The attached quotation supersedes/cancels all previous quotations on the Products and Services stated in the quotation and the above price quotation number must be referenced on your purchase order.

Shipping and Handling: Unless otherwise requested, all orders will ship either next day or 3 day service as appropriate on a carrier selected by Bio-Rad. Unless specifically quoted, shipping and handling charges will be prepaid and added to the invoice (PPD & Add). Wet Ice, Hazardous and Dry Ice packaging fees are prepaid and added to all invoices as appropriate. Shipping for this quote is FOB Destination.

Warranty: All Bio-Rad products are guaranteed to meet the specifications listed in our catalog at the time of shipment. If you have questions about specifications or performance, call the Bio-Rad Technical Support department at 1-800-4BIORAD (1-800-424-6723). Should a Bio-Rad branded product fail to meet specifications during its warranty period, it shall be repaired or replaced at Bio-Rad's discretion. Warranty periods are listed on quotations for specific products; however, instruments generally receive 1 year of warranty coverage from the date of shipment or installation. For instruments installed by Bio-Rad, the warranty start date is the date of installation or 2 months post invoice, whichever is shorter. All other warranties start on the date of invoice. Instrument warranties do not include consumable parts, such as lamps or platinum wire. Bio-Rad's warranty covers products used in BSL1 and BSL2 laboratories. Products used in BSL3 or BSL4 laboratories may be covered on a case-by-case basis after review of product use and decontamination procedures by Bio-Rad's Technical Support and Service Management. Repairs have different warranty periods. Chemicals and other consumables are warranted through their expiration date, or for 1 year from shipment if no expiration date is indicated. Non-Bio-Rad branded products, such as computer and computer peripherals, are covered by the original equipment manufacturer's warranty. Warranties are not transferable from the original purchaser. Warranty coverage may be void if the product is moved outside of the country where the product was originally purchased. An optional extended warranty program is available at additional cost, as is warranty coverage outside of the country where originally purchased. For more information, call 1-877-BIORAD1 (1-877-246-7231) for Service Sales.

THE WARRANTIES IDENTIFIED ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO BIO-RAD'S PRODUCT AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. ALL OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED, INCLUDING WITHOUT LIMITATION THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (WHETHER ARISING FROM A STATUTE, OR OTHERWISE IN LAW, OR FROM A COURSE OF DEALING, OR USAGE OF TRADE). THIS WARRANTY IS NOT TRANSFERABLE FROM THE ORIGINAL PURCHASER TO A SUBSEQUENT OWNER. FURTHER, BIO-RAD IS NOT LIABLE IN CASES OF DELIBERATE, NEGLIGENT OR ACCIDENTAL MISUSE OF ANY BIO-RAD PRODUCT, USE WITH INAPPROPRIATE REAGENTS OR CONSUMABLES, DAMAGE CAUSED BY DISASTER, REPAIR OR MODIFICATIONS DONE BY ANYONE OTHER THAN BIO-RAD. BIO-RAD DOES NOT WARRANT THAT THE USE OF THE PRODUCTS OR SERVICES WILL NOT INFRINGE THE CLAIMS OF ANY PATENTS COVERING THE PRODUCTS OR THE USE OF THESE PRODUCTS OR SERVICES IN COMBINATION WITH OTHER PRODUCTS OR IN THE OPERATION OF ANY PROCESS.

Sales Tax: Applicable state sales tax will be added to your order. If you have tax exempt status, please forward a copy of your exemption certificate with your first order.

Payment Terms: Payment terms are Net 30 days for customers with an established account. For all other customers, payment terms are as indicated on the attached quotation.

Claims and Returns: Bio-Rad attempts to fill, check and ship orders promptly. If errors occur, report them to Bio-Rad immediately. Any claims for damaged, missing or defective Product must be reported to Bio-Rad within 20 days from the date of receipt of the Product. In addition, buyer must promptly return a rejected Product to Bio-Rad, prepaid via Bio-Rad's preferred carrier, accompanied by a valid return authorization number obtained from Bio-Rad. For any valid claim timely made, Bio-Rad, at its option, may repair Product or replace Product with an identical or substantially similar Product. Returns may be subject to restocking fees and Bio-Rad does not accept return of erroneously ordered products that require blue or dry ice shipment.

Force Majeure: Bio-Rad shall not be liable for any delay or failure of performance, including without limitation, failure to deliver or failure to install, where such delay or failure arises or results from any cause beyond Bio-Rad's reasonable control, including, but not limited to, flood, unusually severe weather, earthquake or other act of nature, power loss, strike, boycott, or other labor disputes, embargo, governmental regulation, or an inability or delay in obtaining materials. In the event of any such delay or failure of performance, Bio-Rad Laboratories shall have such additional time within which to perform its obligations hereunder as may be reasonably necessary under the circumstances.

LIMITATION OF LIABILITY: BIO-RAD'S LIABILITY SHALL BE LIMITED TO THE PURCHASE PRICE PAID BY YOU FOR THE BIO-RAD PRODUCTS AND SERVICES ON THE RELEVANT SALES ORDER. EXCEPT AS PROHIBITED BY LAW, IN NO EVENT SHALL BIO-RAD BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR LOST PROFITS, LOSS OF DATA, OR FOR ANY OTHER CLAIM, EXPENSE, LIABILITY OR LOSS OTHERWISE ARISING FROM ANY SALE OF PRODUCTS AND SERVICES TO YOU.

Order Placement: Please fax or email a copy of your order to the Bio-Rad Laboratories National Sales Office. (Mailed confirmations are not required.) Please be advised that an account must be established with Bio-Rad Laboratories Life Science Group before orders will be processed for shipment. Contact our Sales Office at 1-800-424-6723 for more information.

Additional Terms and Conditions: Please consult our Life Science Research Catalog under chapter "Ordering and General Information" for additional terms and conditions that apply to your purchase of Bio-Rad Products and Services.

Note: Quotes for Process Chromatography products and SELDI services are subject to Additional Terms and Conditions, to the extent there is a conflict between the Additional Terms and Conditions and this General Terms and Conditions, the Additional Terms and Conditions shall control. The Shipping and Handling, Warranty and Claims and Return sections of this General Terms and Conditions shall not apply to SELDI services. Please see additional notes on the Quote front page, or contained within the Services or Research Workplan.

Attachment
Texas A&M AgriLife Research
Contract Addendum to Vendor's Contract Form

VENDOR NAME: Bio-Rad Laboratories (the "Vendor")

DATE: October 12, 2016

VENDOR QUOTE NUMBER: 16-Q37830V6

Texas AgriLife Research ("TAR") and the Vendor are this day entering into a contract and, for their mutual convenience, the parties are using the standard contract form provided by the vendor (referred to hereafter as the "Vendor's Contract Form").

This Addendum ("Addendum"), duly executed by the parties, is incorporated into the Vendor's Contract Form and made an integral part thereof.

Certain standard clauses that may appear in the Vendor's Contract Form cannot be accepted by TAR because of its status as an agency of the State of Texas and other terms require amendment or supplementation. In consideration for the convenience of using the Vendor's Contract Form instead of negotiating a separate contract document, the parties agree that the Vendor's Contract Form is amended in accordance with this Addendum. As used herein, the term "Agreement" means the Vendor's Contract Form, this Addendum, and the purchase order (if any), together with any other addenda or exhibits constituting part of the written contract between the parties. To the extent the language in the Vendor's Contract Form is in conflict with any language in this Addendum or the purchase order (if any), the language in this Addendum and the purchase order (if any) shall control.

1. Inapplicable Provisions. Without limiting any other inapplicable provisions, none of the provisions listed below as they may appear in the Vendor's Contract Form shall have any effect or be enforceable against TAR:
 - a. Releasing the Vendor or any entity or person from its legal liability, or limiting liability, for unlawful or negligent conduct or failure to comply with any duty recognized or imposed by applicable law.
 - b. Requiring any total or partial compensation or payment for lost profit, consequential, punitive or liquidated damages by TAR.
 - c. Requiring TAR to indemnify or hold the Vendor harmless for any act or omission.
 - d. Requiring that TAR pay taxes.
 - e. Obligating TAR to pay costs of collection or attorneys' fees.
 - f. Changing the time period within which claims can be made or actions can be brought under the laws of the State of Texas.

- g. Binding TAR to any arbitration or to the decision of any arbitration board, commission, panel or other entity.
 - h. Granting the Vendor a security interest in any property of TAR or subjecting any property of TAR to a statutory, contractual, or constitutional lien.
 - i. Requiring payments or assessing interest other than in accordance with the Texas Prompt Payment Act, Chapter 2251, *Texas Government Code*.
 - j. Requiring TAR to maintain any type of insurance either for TAR's benefit or for the Vendor's benefit.
 - k. Renewing or extending the Agreement beyond the contract term or automatically continuing the contract period from term to term.
 - l. Requiring the application of the law of any state other than Texas in interpreting or enforcing the Agreement or requiring that any dispute under the Agreement be resolved in the courts of any state other than Texas. The Agreement shall be construed and enforced in accordance with the laws of the State of Texas.
 - m. Requiring that the Agreement be "accepted" or endorsed by the home office or by any other officer of the Vendor subsequent to execution by an official of TAR before the Agreement is considered in effect.
 - n. Prohibiting TAR from recovering its lawful damages incurred as a result of a breach of the Agreement.
 - o. Limiting the liability of the Vendor for property damage or personal injury.
 - p. Permitting unilateral modification of the Agreement by the Vendor.
2. Required Certifications.

- a. **Delinquent Child Support Obligations.** Pursuant to Section 231.006, *Texas Family Code*, the Vendor certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified grant, award, or payment under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- b. **Payment of Debt or Delinquency to the State.** Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, the Vendor agrees that any payments owing to the Vendor under this Agreement may be applied directly toward any debt or delinquency that the Vendor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.
- c. **Franchise Tax Certification.** If the Vendor is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then the Vendor certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that the Vendor is exempt from the payment of franchise (margin) taxes, or that the Vendor is an out-of-state taxable entity that is not subject to franchise (margin) taxes, whichever is applicable.
- d. **Prohibited Bids and Agreements.** Pursuant to Section 2155.004 and 2155.006, *Texas Government Code*, the Vendor certifies that the individual or business entity named in this Agreement is not ineligible to receive the award of or

payments under this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

- e. **Access by Individuals with Disabilities.** The Vendor represents and warrants (the “EIR Accessibility Warranty”) that the electronic and information resources and all associated information, documentation, and support that it provides to TAR, if any, (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, §206.70 of the *Texas Administrative Code* (as authorized by Chapter 2054, Subchapter M of the *Texas Government Code*). To the extent the Vendor becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then the Vendor represents and warrants that it will, at no cost to TAR, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that the Vendor fails or is unable to do so, then TAR may terminate the Agreement and the Vendor will refund to TAR all amounts TAR has paid under the Agreement within thirty (30) days after the termination date.
 - f. **Representations and Warranties by the Vendor.** The Vendor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its formation and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of the Vendor has been duly authorized to act for and bind the Vendor.
 - g. **Products and Materials Produced in Texas.** If the Vendor will provide services under the Agreement, the Vendor covenants and agrees that in accordance with Section 2155.4441, *Texas Government Code*, in performing its duties and obligations under the Agreement, the Vendor will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
3. **Loss of Funding.** Performance by TAR under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the “Legislature”) and/or allocation of funds by the Board of Regents of The Texas A&M University System (the “BOR”). If the Legislature fails to appropriate or allot the necessary funds, or the BOR fails to allocate the necessary funds, TAR will issue written notice to the Vendor and TAR may terminate this Agreement without further duty or obligation hereunder. The Vendor acknowledges that appropriation and allocation of funds is beyond the control of TAR.
 4. **State Auditor’s Office.** The Vendor understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, “Auditor”), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*. The Vendor agrees to cooperate with the Auditor during the audit or investigation, including without limitation, providing all records requested. The Vendor will include this provision in all contracts with permitted subcontractors.

5. Dispute Resolution. To the extent that Chapter 2260, *Texas Government Code*, is applicable to this Agreement, the dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TAR and the Vendor to attempt to resolve any claim for breach of contract made by the Vendor that cannot be resolved in the ordinary course of business. The Vendor shall submit written notice of a claim of breach of contract under this Chapter to the Purchasing Office of TAR, who shall examine the Vendor's claim and any counterclaim and negotiate with the Vendor in an effort to resolve the claim.
6. Governing Law. The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.
7. Venue. Notwithstanding any other provision of this Agreement, pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against TAR shall be in the county in which the primary office of the chief executive officer of TAR is located.
8. Confidentiality. As an agency of the State of Texas, TAR is subject to the Texas Public Information Act, Chapter 552, *Texas Government Code*. To the extent the Vendor's Contract Form places any limits or restrictions on the disclosure of information that is or may be deemed by the Vendor to be confidential, TAR's compliance with the terms of the Public Information Act shall not constitute a default under the Agreement.
9. Limitations. The Vendor is aware that there are constitutional and statutory limitations on the authority of TAR (a state agency) to enter into certain terms and conditions that may be part of the Agreement, including, but not limited to, those terms and conditions relating to liens on TAR's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on TAR except to the extent authorized by the laws and Constitution of the State of Texas. Neither the execution of the Agreement nor any conduct, action or inaction of any representative of TAR relating to the Agreement constitutes or is intended to constitute a waiver of TAR's or the state's sovereign immunity to suit.
10. Entire Agreement; Modifications. The Agreement supersedes all prior agreements, written or oral, between TAR and the Vendor and constitutes the entire Agreement and understanding between the parties with respect to the subject matter hereof. The Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by TAR and the Vendor.
11. Independent Contractor. In Vendor's performance under the Agreement, the Vendor acts and will act as an independent contractor, and not as an agent or employee of TAR.
12. Notices. Any notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of the Agreement must

be in writing and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonable means and will be effective when actually received. TAR and the Vendor can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

If to TAR: _____

Attention: _____

with copy to: _____

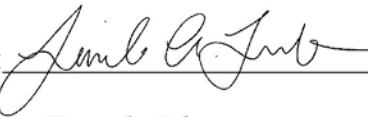
Attention: _____

If to the Vendor: _____


Attention: _____

IN WITNESS WHEREOF, the parties have caused this Addendum to be duly executed, intending thereby to be legally bound.

For the Vendor:

By: 
Name: Timarla Johnson
Title: Contract Supervisor
Date: 10/13/2016

Texas A&M AgriLife Research:

By: 
Name: Dee Ann Schneider
Title: Director of Purchasing
Date: 10/14/2016

INSURANCE REQUIREMENTS FOR VENDOR CONTRACTS

TEXAS A&M AGRILIFE RESEARCH, TEXAS A&M AGRILIFE EXTENSION SERVICE, AND TEXAS A&M VETERINARY MEDICAL DIAGNOSTIC LABORATORY (HEREINAFTER REFERRED TO AS TEXAS A&M AGRILIFE)

The vendor 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. By requiring such minimum insurance, the Owner shall not be deemed or construed to have assessed the risk that may be applicable to the vendor under this Agreement. The vendor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The vendor 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 at least ten days before the effective date of the cancellation.

Insurance:

Coverage

Limit

A. Worker's Compensation

Statutory Benefits (Coverage A)

Statutory

Employers Liability (Coverage B)

\$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 [Member]. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted

B. 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;

C. 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 vendor or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement

D. The vendor will deliver to Texas A&M AgriLife:

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 vendor 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 will 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 as Additional Insureds up to the actual liability limits of the policies maintained by the vendor. 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 will 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. No policy will be canceled without unconditional written notice to Texas A&M AgriLife at least ten days before the effective date of the cancellation. All insurance policies will be endorsed to require the insurance carrier providing coverage to send notice to Texas A&M AgriLife 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 prior to the performance of any services by the vendor under this Agreement. The vendor 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.

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 in writing.

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/>.