

AM06 - Texas A&M AgriLife Research Purchase Order

P.O. Date: 10/19/2016

Purchase Order Number

AM06-17-P035932

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

V E N D O R	Vendor Number: 00000644 Wilton's Officeworks Ltd
	PO Box 5040 Bryan, TX 77802

S H I P T O	OFFICE OF THE TEXAS STATE CHEMIST Attn: DORA LEE (979)845-1121 EXT. 137 TEXAS FEED AND FERTILIZER CONTROL SERVICE 445 AGRONOMY ROAD TAMU 2114 COLLEGE STATION, TX 778432114 US Email: Unitpurchasing@otsc.tamu.edu Phone: (979) 845-1121
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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	OFFICE OF THE TEXAS STATE CHEMIST AgriLife Administrative Services (AGSV) 436 578 John Kimbrough Blvd 2147 TAMU COLLEGE STATION, TX 77843 US Email: Apinvoices@ag.tamu.edu Phone: (979) 845-1121
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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>	<p>Payment Terms: Net 30 Shipping Terms: F.O.B., Destination Freight Terms: Prepaid and Add Delivery Calendar Day(s) A.R.O.: 0</p>
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Item # 1
Class-Item 425-48

FOR PAYMENT PURPOSES ONLY. ORDER PLACED ON PO # AM06-17-P035015. PLEASE DO NOT DUPLICATE THIS ORDER.

ACTIV8 INFEEED
MODEL # AC8IF.108
LINE 1.1
TAG1 169_OPT 2

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
4.00	\$ 98.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 392.00

Item # 2
Class-Item 425-48

ACTIV8 JUMPER 77" LONG
MODEL # AC8JP.77

LINE 1.2
TAG1 169_OPT 2

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
2.00	\$ 41.50	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 83.00

Item # 3
Class-Item 425-48

ACTIV8 POWER-UP MODULE
MODEL # AC8PUM.7
MODULE COLOR: WARM GREY .WG
LINE 1.3
TAG1 169_OPT 2

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
6.00	\$ 91.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 546.00

Item # 4
Class-Item 425-48

CZ 24" SINGLE-SIDED ADDER TELESCOPIC BEAM FRAME 48-72", FIXED, STANDARD HEIGHT
MODEL # CZBSA244872/F
PAINT COLOR: STARLIGHT SILVER METALLIC /SX
GLIDE COLOR: WHITE /GWH
LINE 1.4
TAG1 169_OPT 2

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
2.00	\$ 200.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 400.00

Item # 5
Class-Item 425-48

CZ 24" SINGLE SIDED STANDALONE/STARTER TELESCOPIC BEAM FRAME 48-72" FIXED, STANDARD HEIGHT
MODEL # CBSS2444872/F
PAINT COLOR: STARLIGHT SILVER METALLIC /SX
GLIDE COLOR: WHITE /GWH
LINE 1.5
TAG1 169_OPT 2

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
4.00	\$ 289.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 1,156.00

Item # 6
Class-Item 425-48

CZ 24" DEEP RECTILINEAR WORKSURFACE, SINGLE-SIDED, STANDARD HEIGHT, NO POWER, NO-MODESTY PANEL, 24X64, 74 P EDGE
MODEL # CZBWR24641NM-74P
GROMMET LOCATION, GROMMET: CENTER /C
GROMMET COLOR: WARM GREY GROMMET /GWG
SURFACE FINISH: KI LAMINATES, STANDARD
KI LAMINATES: TITANIUM EVOLVE 4810-60 /LTV
EDGE COLOR: WARM GREY EDGE /EWG
LINE 1.6
TAG1 169_OPT 2

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
6.00	\$ 166.50	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 999.00

Item # 7
Class-Item 425-48

CZ CREDENZA PAD 30X18"
MODEL # CZSCP3018
NON CONTRASTING FABRIC: COMPLIANCE TO TB 117-2013 /NFR
CONNECTION ZONE PAD UPHOLSTERY: PALLAS FABRIC GROUP P2 GRPP2
P2 PALLACE FABRIC: CELL THEORY
CELL THEORY: NAVY /27.186.094.P
LINE 1.7
TAG1 169_OPT 2

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
4.00	\$ 70.50	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 282.00

Item # 8
Class-Item 425-48

CZ STEEL CREDENZA 24" H, BOX/LATERAL FILE LEFT, OPEN W/ ADJUSTABLE SHELF RIGHT, 60"WX18"D
MODEL # CZSCS60180BFO
KEY OPTION: KEY STANDARD /KS
SHELL PAINT COLOR: STARLIGHT SILVER METALLIC /SX
DRAWER PAINT COLOR: STARLIGHT SILVER METALLIC /FSX
PULL STYLE: CONNECTION ZONE PULL /CZP
LINE 1.8
TAG1 169_OPT 2

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
2.00	\$ 764.50	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 1,529.00

Item # 9
Class-Item 425-48

CZ STEEL CREDENZA 24" H, OPEN W/ ADJUSTABLE SHELF LEFT, BOX/LATERAL FILE RIGHT, 60"WX18"D
MODEL # CZSCS60180OBF
KEY OPTION: KEY STANDARD /KS
SHELL PAINT COLOR: STARLIGHT SILVER METALLIC /SX
DRAWER PAINT COLOR: STARLIGHT SILVER METALLIC /FSX
PULL STYLE: CONNECTION ZONE PULL /CZP
LINE 1.9
TAG1 169_OPT 2

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
2.00	\$ 764.50	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 1,529.00

Item # 10
Class-Item 425-48

CZ MOBILE PEDESTAL, BOX/FILE 20" NOMINAL DEPTH
MODEL # CZPDS20MBF
PAINT COLOR: STARLIGHT SILVER METALLIC /SX
DRAWER PAINT COLOR: STARLIGHT SILVER METALLIC /FSX
KEY OPTION: KEY STANDARD /KS
PULL STYLE: CONNECTION ZONE PULL /CZP
LINE 1.12
TAG1 169_OPT 2

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
2.00	\$ 164.50	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 329.00

Item # 11
Class-Item 425-48

CZ PEDESTAL PAD 15X17-5/8"
MODEL # CZSPP1520
NON CONTRASTING FABRIC: COMPLIANCE TO TB 117-2013 /NFR
CONNECTION ZONE PED PAD UBPHOLSTERY NFR: PALLAS FABRIC GROUP P2 GRPP2
P2 PALLAS FABRIC: CELL THEORY
CELL THEORY: NAVY /27.186.094.P
LINE 1.13
TAG1 169_OPT 2

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
2.00	\$ 51.50	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 103.00

Item # 12
Class-Item 425-48

SIFT TASK 4D ADJUSTABLE T-ARM CHAIR, MESH
MODEL # SIFTAA
BASE FINISH: PLASTIC BASE /P
FR/NFR OPTION: COMPLIANCE TO TB 117-2013 /NFR
CASTERS: CARPET CASTERS /C
LINE 1.14
TAG1 169_OPT 2

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
2.00	\$ 391.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 782.00

Item # 13
Class-Item 425-48

ARISTOTLE WALL-MOUNT TACKBOARD, 70 X 3/4D X 24"H
MODEL # KWMTK7224
FABRIC SELECTION: FABRIC GRADE 2 GRD2
VSG2 FABRIC: 2 GRAPH 2GUPHRAPH
2 GRAPH: HAWTHORNE /G2HE
LINE 1.15
TAG1 169_OPT 2

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
6.00	\$ 173.50	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 1,041.00

Item # 14
Class-Item 425-48

CZ CREDENZA PAD 30X18"
MODEL # CZSCP3018
NON CONTRASTING FABRIC: COMPLIANCE TO TB 117-2013 /NFR
CONNECTION ZONE PAD UPHOLSTERY: PALLAS FABRIC GROUP P2 GRPP2
P2 PALLAS FABRIC: CELL THEORY
CELL THEORY: NAVY /27.186.094.P
LINE 2.1
TAG 1 170A

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
2.00	\$ 70.50	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 141.00

Item # 15
Class-Item 425-48

CZ STEEL CREDENZA 24" H, BOX/LATERAL FILE LEFT, OPEN W/ ADJUSTABLE SHELF RIGHT, 60"W X 18"D
MODEL # CZSCS60180BFO
KEY OPTION: KEY STANDARD /KS
SHELL PAINT COLOR: STARLIGHT SILVER METALLIC /SX
DRAWER PAINT COLOR: STARLIGHT SILVER METALLIC /FSX
PULL STYLE: CONNECTION ZONE PULL /CZP
LINE 2.2
TAG 1 170A

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
2.00	\$ 764.50	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 1,529.00

Item # 16
Class-Item 425-48

700 SERIES FILES BOOKCASE - 36W X 54H X 15"D - 3 ADJ SHELVES

MODEL # S7B/3651015
 UNIT COLOR: STARLIGHT SILVER METALLIC /SX
 LINE 2.4
 TAG 1 170A

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 391.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 391.00

Item # 17
 Class-Item 425-48

UNITE ROUND POWER MODULE, DUAL RECEPTACLE
 MODEL # UNPWUP
 LINE 2.5
 TAG 1 170A

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 130.50	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 130.50

Item # 18
 Class-Item 425-48

UNITE ROUND POWER MODULE, RECEPTACLE, DATA,
 MODEL UNPWUD
 LINE 2.6
 TAG 1 170A

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 130.50	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 130.50

Item # 19
 Class-Item 425-48

SIFT TASK 4D ADJUSTABLE T-ARM CHAIR, MESH
 MODEL # SIFTAA
 BASE FINISH: PLASTIC BASE /P
 FR/NFR OPTION: COMPLIANCE TO TB 117-2013 /NFR
 CASTERS: CARPET CASTERS
 LINE 2.7
 TAG 1 170A

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
2.00	\$ 391.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 782.00

Item # 20
Class-Item 425-48

ACTIV8 INFEED
MODEL # AC8IF.108
LINE 3.1
TAG 1 170B

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
2.00	\$ 98.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 196.00

Item # 21
Class-Item 425-48

CZ 30" SINGLE-SIDED STANDALONE/STARTER TELESCOPIC BEAM FRAME 48-72", FIXED, STANDARD HEIGHT
MODEL # CZBSS304872/F
PAINT COLOR: STARLIGHT SILVER METALLIC /SX
GLIDE COLOR: WHITE /GWH
LINE 3.3
TAG 1 170B

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
2.00	\$ 325.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 650.00

Item # 22
Class-Item 425-48

CZ 30" DEEP RECTILINEAR WORKSURFACE, SINGLE-SIDED, STANDARD HEIGHT, NO-POWER, NO-MODESTY PANEL, 30x72, 74P EDGE
MODEL # CZBWR30721NM-74P
GROMMET LOCATION: GROMMET CENTER /C
GROMMET COLOR: WARM GREY GROMMET /GWG
SURFACE FINISH: KI LAMINATES STANDARD
KI LAMINATES: TITANIUM EVOLVE 4810-60 /LTV
EDGE COLOR: WARM GREY EDGE /EWG
LINE 3.4
TAG 1 170B

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
2.00	\$ 216.50	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 433.00

Item # 23
Class-Item 425-48

CZ CREDENZA PAD 30X18"
MODEL # CZSCP3018
NON CONTRASTING FABRIC: COMPLIANCE TO TB 117-2013 /NFR
CONNECTION ZONE PAD UPHOLSTERY: PALLAS FABRIC GROUP P2 GRPP2
P2 PALLAC FABRIC: CELL THEORY
CELL THEORY: NAVY /27.186.094.P
LINE 3.5
TAG 1 170B

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
2.00	\$ 70.50	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 141.00

Item # 24
Class-Item 425-48

CZ STEEL CREDENZA 24" H, BOX/LATERAL FILE LEFT, OPEN W/ ADJUSTABLE SHELF RIGHT, 60"W X 18"D
MODEL # CZSCS60180BFO
KEY OPTION: KEY STANDARD /KS
SHELL PAINT COLOR: STARLIGHT SILVER METALLIC /SX
DRAWER PAINT COLOR: STARLIGHT SILVER METALLIC /FSX
PULL STYLE: CONNECTION ZONE PULL /CZP
LINE 3.6
TAG 1 170B

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
2.00	\$ 764.50	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 1,529.00

Item # 25
Class-Item 425-48

700 SERIES FILES BOOKCASE - 36W X 54H X 15"D - 3 ADJ SHELVES
MODEL # S7B/3651015
UNIT COLOR: STARLIGHT SILVER METALLIC /SX
LINE 3.7
TAG 1 170B

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 391.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 391.00

Item # 26
Class-Item 425-48

SIFT TASK 4D ADJUSTABLE T-ARM CHAIR, MESH
MODEL # SIFTAA
BASE FINISH: PLASTIC BASE /P
FR/NFR OPTION: COMPLIANCE TO TB 117-2013 /NFR
CASTERS: CARPET CASTERS /C
LINE 3.8
TAG 1 170B

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
6.00	\$ 391.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 2,346.00

Item # 27
Class-Item 425-48

ACTIV8 POWER-UP MODULE
MODEL # AC8PUM.7
MODULE COLOR: WARM GREY .WG
LINE 3.9

TAG 1 170B

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
2.00	\$ 91.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 182.00

Item # 28
Class-Item 931-45

DESIGN/INSTALLATION FEE

DELIVERY AND INSTALLATION:

- DELIVERY IS F.O.B. DESTINATION.
- DELIVERY DATE AND TIME SHALL BE APPROVED BY THE AGENCY CONTACT.
- ALL INSTALLATIONS SHALL BE PERFORMED BY A SINGLE VENDOR.
- VENDOR SHALL HAVE ACCESS TO THE PREMISES FOR THE PURPOSE OF DELIVERING FURNITURE AND PERFORMING THE WORK NECESSARY TO FULFILL THE PURCHASE ORDER.
- VENDOR SHALL UNPACK AND ASSEMBLE ALL FURNITURE WITH THE PROPER TOOLS FOR FURNITURE.
- ALL MAINTENANCE MANUALS ARE TO BE PROVIDED AT THE TIME OF INSTALLATION.
- VENDOR SHALL PLACE ALL NEW ASSEMBLED FURNITURE IN THE PROPER PLACE PER THE AGENCY CONTACT.
- ALL FURNITURE AND MATERIALS SUPPLIED BY THE VENDOR SHALL REMAIN THEIR PROPERTY UNTIL SUCH TIME AS ACCEPTED OR PAID FOR BY THE AGENCY.
- VENDOR SHALL BE RESPONSIBLE FOR DAMAGE TO THE AGENCY'S PROPERTY AND/OR THE WORKPLACE AND ITS CONTENT BY ITS WORK, NEGLIGENCE IN WORK, AND ITS PERSONNEL.
- VENDOR SHALL DISPOSE OF ALL PACKAGING MATERIAL. DO NOT DISPOSE IN AGENCY DUMPSTERS WITHOUT PRIOR APPROVAL FROM THE AGENCY.

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 1,947.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 1,947.00

Item # 29

TERMS AND CONDITIONS OF PURCHASE:

VENDOR'S ACCEPTANCE OF THIS PURCHASE ORDER IS SUBJECT TO THE TERMS AND CONDITIONS CONTAINED WITHIN NJPA CONTRACT # 031715-KII, AS ALLOWED BY THE LAWS OF THE STATE OF TEXAS. SAID TERMS AND CONDITIONS ARE THE OFFICIAL TERMS AND CONDITIONS OF THIS PURCHASE. THESE SUPERSEDE ANY OTHER TERMS AND CONDITIONS ISSUED BY THE VENDOR.

TERMS OF PAYMENT:

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

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.

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. NOT CARRYING THE REQUIRED INSURANCE COULD LEAD TO CANCELLATION OF THIS AGREEMENT BY THE AGENCY.

WARRANTY:

PRODUCT SELLER SHALL NOT LIMIT OR EXCLUDE ANY IMPLIED WARRANTIES. ANY ATTEMPT TO DO SO SHALL RENDER THIS CONTRACT VOIDABLE AT THE OPTION OF THE BUYER.

NJPA CONTRACT # 031715-KII
KI QUOTE # 16DNW-319846A/C

DELIVERY POINT OF CONTACT:
DORA LEE 979-845-1121 X137

TAX:	\$ 0.00
FREIGHT:	\$ 0.00
TOTAL:	\$ 20,090.00

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.

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.

APPROVED

By: NICOLE MALAIN

Email: nicole.malain@ag.tamu.edu

Phone#: (979) 845-0839

BUYER

QUOTATION

CREATED 9/27/2016 | REVISED 10/7/2016 | Valid Through 12/26/2016

Texas A&M University System: State Chemist - Graduate Offices

Quote Number: 16DNW-319846A/C

KI is pleased to present the enclosed quotation. The following items are included:

- Detailed PO requirements
- Quote Summary
- Itemized Quote
- Product Options



Sales Team:

Randall Watts | Sales Specialist | randy@insideevolutions.com | (832) 392-6776

Dolan Wort | Inside Sales Specialist | dolan.wort@ki.com | 855.681.9080



QUOTATION

Customer represents that the product information contained within this quote is complete and accurate. Changes to quantities and/or options/finishes will affect this quote. If applicable, other charges such as freight, tax, installation and/or delivery fees may be added at time of order.

Sales resulting from purchase orders issued by the customer to KI (Whether related to this quotation or otherwise) are governed and controlled by the Terms and Conditions found at www.KI.com/terms

Prepared by Morgan Woelfel

"Reference Only"

Market Code: 1=1=University & College

Drawing # Revision Date
319846_01_02

Opportunity #: 319846

Quote Filename: Texas A&M University System: State
Chemist - Graduate Offices - 16DNW-319846A

Randall Watts

Sales Specialist
randy@insideevolutions.com
(832) 392-6776

Dolan Wort

Inside Sales Specialist
dolan.wort@ki.com
855.681.9080

Final Considerations:

To ensure your Purchase Order (PO) is processed quickly and efficiently, please adhere to the following requirements:

1. All purchase orders must be issued to KI or KI c/o the dealer with this address:
KI
1330 Bellevue Street
Green Bay, WI 54302
2. The following items must be included on all purchase orders:
 - o Sold To/Bill To Information: complete legal name, address, telephone number and fax number
 - o Ship To Information: complete legal name, address, contact name, contact phone number
 - o Purchase Order Number: a customer-specific identifier, typically a sequential purchase order number or requisition number
 - o Issue Date: date the purchase order was issued
 - o Sales Tax: applicable sales tax will be added upon KI invoicing. If tax exempt, customer must provide or have the tax exempt certificate on file at KI
 - o Purchase Order Total: total of all items and services included on the purchase order
 - o Authorization: signature of authorized purchasing agent or buying entity
 - o Order Details: reference a fully optioned KI quote (ex: 11KGH-85432) or include all the information listed below
 - Quantity of each item
 - Complete model number, including all finish and option information (by line item)
 - Net purchase price (by line item)
 - Extended net purchase price (all line items)
 - Any additional applicable charges (ex: installation and/or delivery charges)
 - Contract name and/or number if pricing is based on a contract reference
3. Signatures on a quote or a worksheet cannot be accepted as a purchase order.
4. In the event that you do not have a formal Purchase Order process, please contact your KI Sales Representative or call 1-800-424-2432, and we will assist you with creating a PO.

We appreciate your cooperation in providing us with all the required information listed above on your Purchase Order. Complete information helps us serve you better. Thank you for your order.

Purchase Orders that do not meet these requirements will be placed on hold until complete information is received by KI. Purchase orders on hold are not released to manufacturing or assigned a delivery date. KI order lead times begin once the order is released to manufacturing.



QUOTATION

Texas A&M University System: State Chemist - Graduate Offices

Quote Number: 16DNW-319846A/C

Customer represents that the product information contained within this quote is complete and accurate. Changes to quantities and/or options/finishes will affect this quote. If applicable, other charges such as freight, tax, installation and/or delivery fees may be added at time of order.

Sales resulting from purchase orders issued by the customer to KI (Whether related to this quotation or otherwise) are governed and controlled by the Terms and Conditions found at www.KI.com/terms

Prepared by Morgan Woelfel

"Reference Only"

Market Code: 1=1=University & College

Drawing # Revision Date
319846_01_02

Opportunity #: 319846

Quote Filename: Texas A&M University System: State Chemist - Graduate Offices - 16DNW-319846A

Randall Watts

Sales Specialist

randy@insideevolutions.com

(832) 392-6776

Dolan Wort

Inside Sales Specialist

dolan.wort@ki.com

855.681.9080

CREATED 9/27/2016

REVISED 10/7/2016

Valid Through 12/26/2016

PRODUCT TOTALS	\$18,143.00
Other- See Quote Details	\$1,947.00
GRAND TOTAL	\$20,090.00

KI Offers A Lease Finance Option For All of Your Furniture Needs. Contact Us For A Quote.

Contract Info

OT53837 NJPA #031715-KII End User PO Non K-12; NJPA, Dock Delivered

Requested Delivery Date

To be Determined

Sold To

Wilton's OfficeWorks
181 N. Earl Rudder Frwy.
Bryan, TX 77802-5004

P. (979) 268-0062 F. (979) 268-0311
Customer # 37030

End User

Texas A&M University System
200 Technology Way A&M System Bldg Ste
College Station, TX 77845-342

P. (979) 458-7029 F. (979) 458-7020
End User # 32972

Ship To

To be Determined

Installation

Wilton's OfficeWorks LTD
PO Box 5040
Bryan, TX 77805









P. (979) 268-0062 F. (979) 268-0311
Vendor # 31714

Client Notes:

OT53837 NJPA #031715-KII End User PO Non K-12; NJPA Dock Delivered
Design fee goes to the installer






QUOTATION

CREATED 9/27/2016
VALID THROUGH 12/26/2016
Prepared By Morgan Woelfel
Quote Filename Texas A&M University System: State Chemist - Graduate Offices - 16DNW-319846A/C

Line	Model	Qty.	Sell Price	Extended Total	TBD Options
Tag 1					
169_OPT 2					
1.1	AC8IF.108 	4	\$98.00	\$392.00	
Price Description: Delivered/Open Market					
1.2	AC8JP.77 	2	\$41.50	\$83.00	
Price Description: Delivered/Open Market					
1.3	AC8PUM.7 	6	\$91.00	\$546.00	
Module Color Warm Grey .WG					
Price Description: Delivered/Open Market					
1.4	CZBSA244872/F 	2	\$200.00	\$400.00	
CZ 24" Single-Sided Adder Telescopic Beam Frame 48-72",Fixed,Standard Height					
Paint Color Starlight Silver Metallic /SX					
Glide Color White /GWH					
Price Description: Delivered/Open Market					
1.5	CZBSS244872/F 	4	\$289.00	\$1,156.00	
CZ 24" Single-Sided Standalone/Starter Telescopic Beam Frame 48-72",Fixed,Standard Height					
Paint Color Starlight Silver Metallic /SX					
Glide Color White /GWH					
Price Description: Delivered/Open Market					
1.6	CZBWR24641NM-74P 	6	\$166.50	\$999.00	
CZ 24" Deep Rectilinear Worksurface,Single-Sided,Standard Height,No-power,No-Modesty Panel,24x64,74P Edge					
Grommet Location Grommet : Center /C					
Grommet Color Warm Grey grommet /GWG					
Surface Finish KI Laminates Standard					
KI Laminates TITANIUM EVOLVE 4810-60 /LTV					
Edge Color Warm Grey edge /EWG					
Price Description: Delivered/Open Market					
1.7	CZSCP3018 	4	\$70.50	\$282.00	
CZ Credenza Pad 30x18"					
Non Contrasting Fabric Compliance to TB 117-2013 /NFR					
Connection Zone Pad Upholstery Pallas Fabric Group P2 GRPP2					
P2 Pallas Fabric CELL THEORY CELL THEORY					
CELL THEORY NAVY /27.186.094.P					
Price Description: Delivered/Open Market					
1.8	CZSCS60180BFO 	2	\$764.50	\$1,529.00	
CZ Steel Credenza 24" H,Box/Lateral File Left,Open w/Adjustable Shelf Right,60"Wx18"D					
Key Option Key standard /KS					
Shell Paint Color Starlight Silver Metallic /SX					
Drawer Paint Color Starlight Silver Metallic /FSX					
Pull Style Connection Zone Pull /CZP					
Price Description: Delivered/Open Market					







QUOTATION

CREATED 9/27/2016
VALID THROUGH 12/26/2016
Prepared By Morgan Woelfel
Quote Filename Texas A&M University System: State Chemist - Graduate Offices - 16DNW-319846A/C

Line	Model	Qty.	Sell Price	Extended Total	TBD Options
1.9	CZSCS60180BFB  CZ Steel Credenza 24" H,Open w/Adjustable Shelf Left,Box/Lateral File Right,60"Wx18"D Key Option Shell Paint Color Drawer Paint Color Pull Style Key standard /KS Starlight Silver Metallic /SX Starlight Silver Metallic /FSX Connection Zone Pull /CZP Price Description: Delivered/Open Market	2	\$764.50	\$1,529.00	
1.12	CZPDS20MBF  CZ Mobile Pedestal,Box/File 20" Nominal Depth Paint Color Drawer Paint Color Key Option Pull Style Starlight Silver Metallic /SX Starlight Silver Metallic /FSX Key standard /KS Connection Zone Pull /CZP Price Description: Delivered/Open Market	2	\$164.50	\$329.00	
1.13	CZSPP1520  CZ Pedestal Pad 15x17-5/8" Non Contrasting Fabric Connection Zone Ped Pad Upholstery NFR P2 Pallas Fabric CELL THEORY Compliance to TB 117-2013 /NFR Pallas Fabric Group P2 GRPP2 CELL THEORY CELL THEORY NAVY /27.186.094.P Price Description: Delivered/Open Market	2	\$51.50	\$103.00	
1.14	SIFTAA  Sift Task 4D Adjustable T-Arm Chair,Mesh Base Finish FR/NFR Option Casters Plastic base /P Compliance to TB 117-2013 /NFR Carpet casters /C Price Description: Delivered/Open Market	2	\$391.00	\$782.00	
1.15	KWMTK7224  Aristotle Wall-Mount Tackboard,70x3/4Dx24"H Fabric Selection VSG2 Fabric 2 GRAPH Fabric Grade 2 GRD2 2 GRAPH 2GUPHRAPH HAWTHORNE /G2HE Price Description: Delivered/Open Market	6	\$173.50	\$1,041.00	
Tag 1 169_OPT 2				WorkGroup Product Subtotal \$9,171.00	









QUOTATION

CREATED 9/27/2016
VALID THROUGH 12/26/2016
Prepared By Morgan Woelfel
Quote Filename Texas A&M University System: State Chemist - Graduate Offices - 16DNW-319846A/C

Line	Model	Qty.	Sell Price	Extended Total	TBD Options
Tag 1					
170A					
2.1	CZSCP3018	CZ Credenza Pad 30x18"	2	\$70.50	\$141.00
		Non Contrasting Fabric Connection Zone Pad Upholstery P2 Pallas Fabric CELL THEORY Price Description: Delivered/Open Market	Compliance to TB 117-2013 Pallas Fabric Group P2 CELL THEORY NAVY	/NFR GRPP2 CELL THEORY /27.186.094.P	
2.2	CZSCS60180BFO	CZ Steel Credenza 24" H,Box/Lateral File Left,Open w/Adjustable Shelf Right,60"Wx18"D	2	\$764.50	\$1,529.00
		Key Option Shell Paint Color Drawer Paint Color Pull Style Price Description: Delivered/Open Market	Key standard Starlight Silver Metallic Starlight Silver Metallic Connection Zone Pull	/KS /SX /FSX /CZP	
2.4	S7B/3651015	700 Series Files Bookcase-36Wx54Hx15"D-3 Adj Shelves	1	\$391.00	\$391.00
		Unit Color Price Description: Delivered/Open Market	Starlight Silver Metallic	/SX	
2.5	UNPWUP	Unite Round Power Module,Dual Receptacle	1	\$130.50	\$130.50
		Price Description: Delivered/Open Market			
2.6	UNPWUD	Unite Round Power Module,Receptacle,Data	1	\$130.50	\$130.50
		Price Description: Delivered/Open Market			
2.7	SIFTAA	Sift Task 4D Adjustable T-Arm Chair,Mesh	2	\$391.00	\$782.00
		Base Finish FR/NFR Option Casters Price Description: Delivered/Open Market	Plastic base Compliance to TB 117-2013 Carpet casters	/P /NFR /C	
				WorkGroup Product Subtotal	\$3,104.00
Tag 1					
170A					

QUOTATION

CREATED 9/27/2016
VALID THROUGH 12/26/2016
Prepared By Morgan Woelfel
Quote Filename Texas A&M University System: State Chemist - Graduate Offices - 16DNW-319846A/C

Line	Model		Qty.		Sell Price	Extended Total	TBD Options
Tag 1							
170B							
3.1	AC8IF.108	Activ8 Infeed	2		\$98.00	\$196.00	
							
		Price Description: Delivered/Open Market					
3.3	CZBSS304872/F	CZ 30" Single-Sided Standalone/Starter Telescopic Beam Frame 48-72",Fixed,Standard Height	2		\$325.00	\$650.00	
		Paint Color Starlight Silver Metallic /SX Glide Color White /GWH					
		Price Description: Delivered/Open Market					
3.4	CZBWR30721NM-74P	CZ 30" Deep Rectilinear Worksurface,Single-Sided,Standard Height,No-power,No-Modesty Panel,30x72,74P Edge	2		\$216.50	\$433.00	
		Grommet Location Grommet : Center /C Grommet Color Warm Grey grommet /GWG Surface Finish KI Laminates Standard KI Laminates TITANIUM EVOLVE 4810-60 /LTV Edge Color Warm Grey edge /EWG					
		Price Description: Delivered/Open Market					
3.5	CZSCP3018	CZ Credenza Pad 30x18"	2		\$70.50	\$141.00	
		Non Contrasting Fabric Compliance to TB 117-2013 /NFR Connection Zone Pad Upholstery Pallas Fabric Group P2 GRPP2 P2 Pallas Fabric CELL THEORY CELL THEORY CELL THEORY NAVY /27.186.094.P					
		Price Description: Delivered/Open Market					
3.6	CZSCS60180BFO	CZ Steel Credenza 24" H,Box/Lateral File Left,Open w/Adjustable Shelf Right,60"Wx18"D	2		\$764.50	\$1,529.00	
		Key Option Key standard /KS Shell Paint Color Starlight Silver Metallic /SX Drawer Paint Color Starlight Silver Metallic /FSX Pull Style Connection Zone Pull /CZP					
		Price Description: Delivered/Open Market					
3.7	S7B/3651015	700 Series Files Bookcase-36Wx54Hx15"D-3 Adj Shelves	1		\$391.00	\$391.00	
		Unit Color Starlight Silver Metallic /SX					
		Price Description: Delivered/Open Market					
3.8	SIFTAA	Sift Task 4D Adjustable T-Arm Chair,Mesh	6		\$391.00	\$2,346.00	
		Base Finish Plastic base /P FR/NFR Option Compliance to TB 117-2013 /NFR Casters Carpet casters /C					
		Price Description: Delivered/Open Market					
3.9	AC8PUM.7	Activ8 Power-Up Module	2		\$91.00	\$182.00	
		Module Color Warm Grey .WG					
		Price Description: Delivered/Open Market					
Tag 1						WorkGroup Product Subtotal	\$5,868.00
170B							

Product SubTotal: \$18,143.00

	Installation	\$1,947.00
	Estimated Sales Tax:	See Note Below
	Quote Total:	\$20,090.00

Images shown above are intended for approximate visual reference only and may not represent the exact models, numbers, descriptions or options selected. Refer to the model number/description/options shown for full product specifications.

Sales Tax (For Shipment within the United States Only): Estimated sales/use tax will be calculated when order is entered. It is the customers's responsibility to pay any applicable sales/use tax due upon invoicing. A customer will not be charged sales tax if (1) a Resale Certificate, (2) an Exempt Organization Certificate, or (3) a Direct Pay permit is on file with KI's Finance Department. If no certificate is on file, the appropriate sales/use tax rate in effect at shipment will be applied and tax will be added to the customer's invoice.

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/>.

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:

<u>Coverage</u>	<u>Limit</u>
A. <u>Worker’s Compensation</u>	
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. <u>Commercial General Liability</u>	
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.

Additional Insureds shall be shown as follows:

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