

AM06 - Texas A&M AgriLife Research Purchase Order

P.O. Date: 10/27/2016

Purchase Order Number

AM06-17-P036762

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

V E N D O R	Vendor Number: 00003063 Apple Inc
	12545 Riata Vista Cir Mail Stop 198-3ED Austin, TX 78727

S H I P T O	INST. FOR ANIMAL INFECT DIS - Andrea Payton Attn: LaNita Jackson (979)845-2855 For shipping instructions see below For shipping instructions see below For shipping instructions see below, TX 55555 USA Email: Andrea.Payton@ag.tamu.edu Phone: (979) 845-2855
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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	INST. FOR ANIMAL INFECT DIS - Andrea Payton For shipping instructions see below For shipping instructions see below For shipping instructions see below, TX 55555 USA Email: Andrea.Payton@ag.tamu.edu Phone: (979) 845-2855
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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: Freight Allowed Delivery Calendar Day(s) A.R.O.: 0</p>
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Item # 1
Class-Item 204-54

iPad mini 4 Wi-Fi + Cellular for Apple SIM 32GB - Space Gray
Part Number MNWP2LL/A
D.E.P. Account # 450070
Apple Quote # 2203475930

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
40.00	\$ 509.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 20,360.00

Item # 2
Class-Item 204-54

VERIZON NANO SIM IPAD AIR 2/MINI 3-USA
Part Number HH702LL/A
D.E.P. Account # 450070
Apple Quote # 2203475930

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
40.00	\$ 0.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00

Item # 3

SHIPPING ADDRESS:
 INST. FOR ANIMAL INFECT DIS - LaNita Jackson
 INST. FOR ANIMAL INFECTIOUS DISEASES
 BUILDING B, SUITE 270
 1500 RESEARCH PARKWAY
 COLLEGE STATION, TX 77845
 Email: lanita.jackson@ag.tamu.edu
 Phone: (979)845-2855
 FAX: (979)845-6574

BILLING ADDRESS:
 INST. FOR ANIMAL INFECT DIS - ANDREA PAYTON
 STE 701
 2501 EARL RUDDER FWY, SOUTH
 COLLEGE STATION, TX 77845

THIS IS A SUBCONTRACT UNDER A FEDERAL GOVERNMENT CONTRACT. ALL TERMS AND CONDITIONS IN ATTACHMENTS APPLY.

NAICS CODE APPLICABLE TO THIS PURCHASE:
 334111 ELECTRONIC COMPUTER MFG 1,000 EMP.

ORDER ENTRY:
 THIS ORDER TO BE PLACED ON 450070 D.E.P. WHICH CUSTOMER HAS TIED TO DEVICE ENROLLMENT PROGRAM. D.E.P. FACILITATES SETUP, MOBILE DEVICE MANAGEMENT, WIRELESS SUPERVISION OF DEVICES.

TERMS AND CONDITIONS OF PURCHASE:
 VENDOR'S ACCEPTANCE OF THIS PURCHASE ORDER IS SUBJECT TO THE TERMS AND CONDITIONS CONTAINED WITHIN TAMU AGREEMENT # 2014-21794, 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. ADDITIONAL FEDERAL TERMS AND CONDITIONS APPLY.

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.

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.

F.O.B. DESTINATION

REFERENCE TAMU AGREEMENT # 2014-21794
 REFERENCE APPLE QUOTE # 2203475930

TAX:	\$ 0.00
FREIGHT:	\$ 0.00
TOTAL:	\$ 20,360.00

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

Apple Inc. Education Price Quote

Customer: Larkin O'Hern
TEXAS A&M UNIVERSITY
Phone: 9794580265
email: lohern@tamu.edu

Apple Inc:

Bill Henry
1 Infinite Loop
MS: 111-HOM
Cupertino, CA 95014
Phone: 713-269-4980
Fax: 832-2018709
email: bhenry@apple.com

Apple Quote: 2203475930
Quote Date: 18-Oct-2016
Quote Valid Until: 17-Nov-2016

Quote Comments:

Please reference Apple Quote number on your Purchase Order.

Sales Support at Apple. This must book on Acct 450070 for DEP enrollment with the customers departmental DEP. Customer please make sure billing address match the billing address on account 450070 and that PO is sent direct to Apple not the campus store.

#	Product Description	Qty	Unit List Price	Discount per Unit	Unit Discounted Price	Extended Discounted Price
1	iPad mini 4 Wi-Fi + Cellular for Apple SIM 32GB - Space Gray Part Number MNWP2LL/A	40	529.00	20.00	509.00	20,360.00
2	VERIZON NANO SIM IPAD AIR 2/MINI 3-USA Part Number HH702LL/A	40	0.00	0.00	0.00	0.00
Extended EDU List Price Total						21,160.00
Total Discount						800.00
Extended Discounted Price Subtotal						20,360.00
- eWaste Fee / Recycling Fee						0.00
-						
-						
Extended Discounted Total Price*						20,360.00
<small>*In most cases Extended discounted Total price does not include Sales Tax</small>						
<small>*If applicable, eWaste/Recycling Fees are included. Standard shipping is complimentary</small>						

Complete your order by one of the following:

- This document has been created for you as Apple Quote ID 2203475930. Please contact your institution's Authorized Purchaser to submit the above quote online at <https://ecommerce.apple.com>. Simply go to the Quote area of your Apple Education Online Store, click on it and convert to an order.
 - If you are the Authorized Purchaser and need to register for access to the Apple Education Online Store, go to <http://myaccess.apple.com>. For registration assistance, call 1.800.800.2775, option 4, option 1.
- If you are unable to submit your order online, please send a copy of this Quote with your Purchase Order via email to institutionorders@apple.com. **Be sure to reference the Apple Quote number on the PO to ensure expedited processing of your order.**
 - For more information, go to provision C below, for details.

THIS IS A QUOTE FOR THE SALE OF PRODUCTS OR SERVICES. YOUR USE OF THIS QUOTE IS SUBJECT TO THE FOLLOWING PROVISIONS WHICH CAN CHANGE ON SUBSEQUENT QUOTES:

- ANY ORDER THAT YOU PLACE IN RESPONSE TO THIS QUOTE WILL BE GOVERNED BY (1) ANY CONTRACT IN EFFECT BETWEEN APPLE INC. ("APPLE") AND YOU AT THE TIME YOU PLACE THE ORDER OR (2), IF YOU DO NOT HAVE A CONTRACT IN EFFECT WITH APPLE, CONTACT contracts@apple.com.
- ALL SALES ARE FINAL. PLEASE REVIEW RETURN POLICY BELOW IF YOU HAVE ANY QUESTIONS. IF YOU USE YOUR INSTITUTION'S PURCHASE ORDER FORM TO PLACE AN ORDER

IN RESPONSE TO THIS QUOTE, APPLE REJECTS ANY TERMS SET OUT ON THE PURCHASE ORDER THAT ARE INCONSISTENT WITH OR IN ADDITION TO THE TERMS OF YOUR AGREEMENT WITH APPLE.

- C. YOUR ORDER MUST REFER SPECIFICALLY TO THIS QUOTE AND IS SUBJECT TO APPLE'S ACCEPTANCE. ALL FORMAL PURCHASE ORDERS SUBMITTED BY EMAIL MUST SHOW THE INFORMATION BELOW:
- o APPLE INC. AS THE VENDOR
 - o BILL-TO NAME AND ADDRESS FOR YOUR APPLE ACCOUNT
 - o PHYSICAL SHIP-TO NAME AND ADDRESS (NO PO BOXES)
 - o PURCHASE ORDER NUMBER
 - o VALID SIGNATURE OF AN AUTHORIZED PURCHASER
 - o APPLE PART NUMBER AND/OR DESCRIPTION OF PRODUCT AND QUANTITY
 - o TOTAL DOLLAR AMOUNT AUTHORIZED OR UNIT PRICE AND EXTENDED PRICE ON ALL LINE ITEMS
 - o CONTACT INFORMATION: NAME, PHONE NUMBER AND EMAIL
- D. UNLESS THIS QUOTE SPECIFIES OTHERWISE, IT REMAINS IN EFFECT UNTIL **17-Nov-2016** UNLESS APPLE WITHDRAWS IT BEFORE YOU PLACE AN ORDER, BY SENDING NOTICE OF ITS INTENTION TO WITHDRAW THE QUOTE TO YOUR ADDRESS SET OUT IN THE QUOTE.
- o APPLE MAY MODIFY OR CANCEL ANY PROVISION OF THIS QUOTE, OR CANCEL ANY ORDER YOU PLACE PURSUANT TO THIS QUOTE, IF IT CONTAINS A TYPOGRAPHIC OR OTHER ERROR.
- E. THE AMOUNT OF THE VOLUME PURCHASE PROGRAM (VPP) CREDIT SHOWN ON THIS QUOTE WILL ALWAYS BE AT UNIT LIST PRICE VALUE DURING REDEMPTION ON THE VPP STORE.
- F. UNLESS SPECIFIED ABOVE, APPLE'S STANDARD SHIPPING IS INCLUDED IN THE TOTAL PRICE.

SEA # 1703112
Opportunity ID: 243206073
<https://ecommerce.apple.com>
Fax:832-2018709

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Copyright © 2016 Apple Inc. All rights reserved.

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/>.

Specific Terms and Conditions – Federal Funded Contracts

1. Termination for Convenience

The Agency may terminate performance of work under this contract in whole or, from time to time, in part if the Agency purchasing officer determines that a termination is in the Agency's best interest.

The Agency may terminate any resulting contract for convenience by providing (1) a statement that the contract is being terminated for the convenience of the Agency, (2) the effective date of termination, (3) the extent of termination, (4) any special instructions, and (5) the steps the contractor is to take to minimize the impact on personnel.

Upon any notification of termination for convenience, the contractor is to (1) stop work immediately on the terminated portion of the contract, (2) terminate all subcontracts related to the terminated portion of the prime contract, (3) advise the Agency of any special circumstances precluding stoppage of work, (4) perform the continued portion of the contract if the termination is partial, (5) take any action necessary to protect property in the contractor's possession in which the Agency has an interest, (6) notify the Agency of any legal proceedings growing out of any subcontract, (7) settle any subcontractor claims arising out of the termination, and (8) dispose of termination inventory as directed by the Agency.

2. Partially Completed Work

No later than the first calendar day after the termination of this contract, or at the Agency's request, contractor shall deliver to the Agency all completed, or partially completed, work and any and all documentation or other products and results of these services. Failure to timely delivery such work or any and all documentation or other products and results of the services shall be considered a material breach of this contract. Contractor shall not make or retain any copies of the work or any and all documentation or other products and results of the services without the prior written consent of the Agency.

3. Default

If contractor is found to be in default under any provision of this contract, the Agency may cancel the contract without notice and either re-solicit or award the contract to the next best responsive and responsible respondent. In the event of abandonment or default, contractor will be responsible for paying damages to the Agency including, but not limited to, re-procurement costs, and any consequential damages to the Agency resulting from contractor's non-performance. The defaulting contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work is significantly changed.

4. Right to Audit

The federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

5. Small Business, Minority Owned Firms and Women's Business Enterprises Efforts

Consistent with federally funded projects, the Agency shall make efforts to ensure that small and minority-owned businesses, women's business enterprises, are used to the fullest extent practicable. This is basically accomplished through the use of the Texas Certified

Historically Underutilized Business (HUB) list. Additional efforts shall include, but shall not be limited to:

- a. Including such firms, when qualified, on solicitation mailing lists;
- b. Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
- e. Encourage contracting with consortiums of small businesses, minority-owned firms, and women's business enterprises when a contract is too large for one of these firms to handle individually;
- f. Supplementing the HUB list by using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

6. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

All contracts and subgrants in excess of \$2,000.00 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

7. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)

When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2,000.00 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

8. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)

Where applicable, all contracts awarded by recipients in excess of \$2,000.00 for construction contracts and in excess of \$2,500.00 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of

the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. See 37 CFR 401.14(a) http://www.access.gpo.gov/nara/cfr/waisidx_09/37cfr401_09.html.

10. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

Contracts and subgrants of amounts in excess of \$100,000.00 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

11. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of \$100,000.00 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

12. Debarment and Suspension (E.O.s 12549 and 12689)

A contract award with an amount expected to equal or exceed \$25,000.00 and certain other contract awards (see 2 CFR 180.220) shall not be made to parties listed on the government-wide Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR part 180 that implement E.O.s 12549 (3 CFR, 1986 Comp., p. 189) and 12689 (3 CFR, 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549.

Federal Provisions

If this order is a subcontract under a U.S. Government Prime Contract, the applicable clauses listed below are incorporated into, and form a part of, the terms and conditions of this order. In the event of any conflict between the terms and conditions of this Section 2 and any other provisions of this order, the terms and conditions of this Section 2 shall prevail. The term "FAR" means the Federal Acquisition Regulations, including revisions in effect on the date of this order. As used in the clauses below, the terms "contract officer" and "Government" shall mean either buyer or the government (or the government Contracting Officer who has cognizance over buyer's prime contract), or both, as may be applicable and determined by buyer. The term "Contractor" shall mean "seller". In no event shall any such reference to a "Disputes" clause be construed to allow the seller, without the concurrence or approval of buyer, to prosecute and appeal either directly or in the name of buyer to the contracting officer for such Prime Contract. Seller represents that it has in its possession the full text of the clauses listed below.

The following provisions apply regardless of the dollar amount of this order:

- FAR 52.202-1 Definitions
- FAR 52.211-5 Material Requirements
- FAR 52.216-7 Allowable Cost and Payment
- FAR 52.222-1 Notice to Government of Labor Disputes
- FAR 52.222-3 Convict Labor
- FAR 52.222-13 Compliance with Davis-Bacon
- FAR 52.222-14 Disputes Concerning Labor Standards
- FAR 52.222-26 Equal Opportunity
- FAR 52.222-35 Equal Opportunity for Special Disabled Veterans
- FAR 52.222-37 Employment Reports on Special Disabled Veterans
- FAR 52.223-3 Hazardous Material Identification and Material Safety Data
- FAR 52.223-6 Drug Free Workplace
- FAR 52.223-7 Notice of Radioactive Materials
- FAR 52.225-8 Duty-Free Entry
- FAR 52.225-13 Restrictions on Certain Foreign Purchases
- FAR 52.227-11, 12 Patent Rights
- FAR 52.227-14 Rights in Data
- FAR 52.244-6 Subcontracts for Commercial Items
- FAR 52.245-17 Special Tooling
- FAR 52.245-18 Special Test Equipment
- P.L. 101-336 Americans with Disabilities Act of 1990

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

The following provisions apply if the amount of this order exceeds \$15,000.00:

- FAR 52.222-20 Walsh-Healey Public Contracts Act
- FAR 52.222-36 Affirmative Action for Workers with Disabilities

The following provisions apply if the amount of this order exceeds \$100,000.00:

- FAR 52.203-6 Restrictions on Subcontract Sales to Government
- FAR 52.203-7 Anti-Kickback Procedures
- FAR 52.203-8 Limitation on Payments to Influence Certain Federal Transactions
- FAR 52.203.10 Price or Fee Adjustment for Illegal or Improper Activity
- FAR 52.203-11,12 Certification and Disclosure - Payments to Influence Certain Federal Transactions
- FAR 52-215-2 Audit and Records-Negotiation (if order was entered into by negotiation)
- FAR 52.215-14 Integrity of Unit Prices
- FAR 52.215-19 Notification of Ownership Changes
- FAR 52.215.20, 21 Cost or Pricing Data or Other Information
- FAR 52-225-13 Restrictions on Certain Foreign Purchases
- FAR 52.227-1 Authorization and Consent
- FAR 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement
- FAR 52.233-4 Applicable Law for Breach of Contract Claim
- FAR 52.242-13 Bankruptcy
- FAR 52.244-02 Competition in Subcontracting
- FAR 52.247-63 Preference for U.S. Flag Air Carriers

The following provision applies if the amount of this order exceeds \$150,000.00

- FAR 52.222-4 Contract Work Hours and Safety Standards Act – Overtime Compensation

The following provisions applies if the amount of this order exceeds \$193,000.00:

- FAR 52.225-5 Trade Agreements

The following provision applies if the amount of this order exceeds \$650,000.00:

- FAR 52.219-9 Small Business and Small Disadvantaged Business Subcontracting Plan (does not apply to small business concerns)

The following provisions apply if the amount of this order exceeds \$700,000.00

- FAR 52.215-10, 11 Price Reduction for Defective Cost Pricing Data
- FAR 52.215.-12, 13 Subcontractor Cost or Pricing Data

The following provisions apply if the amount of this order exceeds \$25,000.00:

- FAR 52.225-1 Buy American Act Supplies

The following provisions apply if the amount of this order exceeds \$30,000.00:

- FAR 52.209-6 Debarment and Suspension
- FAR 52-219-8 Utilization of Small Business Concerns