

Texas A&M AgriLife Research
Request for Quote #R288623
Forage Harvester Implement

Terms and Conditions: Vendor's quote submittal is subject to the Agency's terms and conditions, which are available at <http://agrilife.org/admin/files/2013/05/terms-conditions-bid.pdf> or may be faxed or emailed upon request.

Payment Terms: Net 30 days upon successful installation and acceptance by the Agency or receipt of correct invoice, whichever is later.

Governing Law: Any contract resulting from this request for quote shall be construed and governed by the laws of the State of Texas.

Public Information: (a) The 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, the vendor will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under Chapter 552, Texas Government Code, to the Agency in a non-proprietary format acceptable to the Agency. As used in this provision, "public information" has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which the Agency has a right of access.

(c) The vendor acknowledges that the Agency is 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 awarded vendor must provide a copy of their current certificate of insurance, showing the Agency as an additional insurance (see exact wording necessary in bold in the Insurance Requirements attachment), before service can be performed. See attached insurance requirements for complete details.

Warranty: Any quote submitted should include complete warranty information for the items being offered.

Delivery: Any quote submitted should include delivery time for the items being offered.

Specifications: These specifications are being advertised under TX Government's Code Title 10, Subtitle D, Chapter 2155, Section 2155.067. Only quotes on items conforming exactly to these specifications will be considered in determining an award. "Conforming exactly to these specifications" includes quoting only the brand name(s), make and model number(s) specified in this request for quote.

Award Based on Best Value: Texas A&M AgriLife Research reserves the right to accept or reject any or all quotes, to waive informalities and technicalities, to accept the offer considered most advantageous and award based on best value criteria. In determining what is the best value to the Agency, the Agency shall consider any or all of the following:

- 1) purchase price
- 2) the reputation of the vendor and the vendor's goods or services.
- 3) the quality of the vendor's goods or services.
- 4) the extent to which the goods or services meet the Agency's needs.

- 5) the vendor's past relationship with the Agency.
- 6) the total long-term cost to the Agency in acquiring the vendor's good or services.
- 7) the length and coverage of the vendor's warranty.
- 8) the delivery time.
- 9) any other relevant factor that a private business entity might consider in selecting a vendor.

1 EA

New, used (preferred), or refurbished 2013 Dion F64 grain head pull type John Deere attachment with the following specifications:

- Must be compatible with a John Deere 3955 Forage Harvester
- Must be capable of harvesting sugar cane on 60 inch row spacing

 The Agency requires a written statement from the bidder guaranteeing the quality and condition of all refurbished/demonstration/used equipment. Please include any applicable warranty information, including length and coverage.

1 JOB

Installation

All installation shall be performed by a single vendor.

The requested equipment is to be supplied as a complete operational system, set-up and ready for use. Any/all operational/maintenance manuals are to be provided at the time of the shipping/installation.

This project shall be considered a "turnkey" project that includes all aspects of the installation.

Use of Premises and Cooperation:

The vendor shall have access to the premises for the purpose of delivering equipment and performing the work necessary to fulfill this purchase order. They shall cooperate with the Agency's personnel who may currently be working on the premises, integrating their work with that of the Agency, all to the best interest of the total job and its orderly completion.

It is understood that all equipment and materials supplied by the vendor shall remain their property until such time as accepted or paid for by the Agency. The vendor shall protect them with appropriate insurance against theft or other loss or damage.

The vendor shall be responsible for damage to the Agency's equipment and/or the workplace and its contents by its work, negligence in work, its personnel and equipment. The vendor shall be responsible and liable for the safety, injury, and health of its working personnel while performing installation/service work.

1 FRT

Shipping and handling charges, F.O.B. Destination, to Beaumont, TX 77713.

Quotes may be submitted to Lindsay Weber at lrweber@ag.tamu.edu or faxed to 979-458-1217.

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