

# AM20 - Texas A&M Veterinary Medical Purchase Order

P.O. Date: 8/2/2016

Master Blanket Number  
  
**AM20-17-P027470**

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

V E N D O R	Vendor Number: 00032415 Brazos Valley Welding Supply Inc  1359 Harvey Mitchell Pkwy Bryan, TX 77803
----------------------------	---

S H I P  T O	
B I L L  T O	

INVOICING VENDOR SHALL SUBMIT AN ITEMIZED INVOICE SHOWING PURCHASE ORDER NUMBER. IF YOUR INVOICE IS NOT PROCESSED AS INSTRUCTED, PAYMENT MAY BE DELAYED.

**Please login to Buy A&M to retrieve attachments associated with the Purchase Order.**

Solicitation (Bid) No.:

Payment Terms: Net 30  
Shipping Terms: F.O.B., Destination  
Freight Terms: Freight Allowed  
Delivery Calendar Day(s) A.R.O.: 0

Item # 1  
Class-Item 430-42

High Pressure Liquid Nitrogen : 180 LT Vessel

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
75.00	\$ 63.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 4,725.00

Item # 2  
Class-Item 430-42

Acetlg Large Acetylene : 368 CU. FT/TANK

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
6.00	\$ 65.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 390.00

Item # 3  
Class-Item 430-42

ULTRA HIGH PREMIUM NITROGEN, PRE-PURIFIED: 255 CU.FT/TANK

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
5.00	\$ 24.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 120.00

Item # 4  
Class-Item 430-42

ULTRA HIGH PREMIUM HELIUM TANK : 244 CU.FT/TANK

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
12.00	\$ 139.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 1,668.00

Item # 5  
Class-Item 430-42

ULTRA HIGH PREMIUM ARGON : 336 CU.FT/TANK

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
5.00	\$ 55.65	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 278.25

Item # 6  
Class-Item 430-42

PROPANE 80# TANKS

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
3.00	\$ 24.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 72.00

Item # 7  
Class-Item 430-42

CARBON DIOXIDE CYLINDERS : 10 # CYLINDER

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
6.00	\$ 10.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 60.00

Item # 8  
Class-Item 430-42

NITROGEN (COMPRESSED, GAS-STANDARD) : 244 CU.FT/TANK

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
5.00	\$ 7.65	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 38.25

Item # 9  
Class-Item 430-42

CARBON DIOXIDE CYLINDERS : 50# CYLINDER

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
12.00	\$ 11.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 132.00

Item # 10  
Class-Item 430-42

LIQUID NITROGEN-LNIT : 50 LITER

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
24.00	\$ 30.75	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 738.00

Item # 11  
Class-Item 430-42

High Pressure Liquid Nitrogen : 220-240 LT (on cart)

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
150.00	\$ 63.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 9,450.00

Item # 12  
Class-Item 430-42

DELIVERY CHARGE PER ORDER - NO CHARGE

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

Item # 13  
Class-Item 430-42

CYLINDER RENTAL: LIQUID NITROGEN  
\$1.00 PER DAY PER CYLINDER

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
100.00	\$ 1.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 100.00

Item # 14  
Class-Item 430-42

CYLINDER RENTAL : HIGH PRESSURE CYLINDERS  
\$4.50 PER MONTH PER CYLINDER

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
24.00	\$ 4.50	GAL	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 108.00

Item # 15

TERMS AND CONDITIONS OF PURCHASE: AS NOTED AT THE BOTTOM OF THIS PURCHASE ORDER, VENDOR'S ACCEPTANCE IS SUBJECT TO THE AGENCY'S TERMS AND CONDITIONS. THESE SUPERSEDE ANY OTHER TERMS AND CONDITIONS ISSUED BY THE VENDOR. HAVING THE STATUS OF A STATE AGENCY, TEXAS A&M AGRILIFE MUST ABIDE BY THE LAWS OF THE STATE OF TEXAS.

**PUBLIC INFORMATION:**

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

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

(C) VENDOR ACKNOWLEDGES THAT THE AGENCY MAY BE REQUIRED TO POST A COPY OF THE FULLY EXECUTED AGREEMENT ON ITS INTERNET WEBSITE IN COMPLIANCE WITH SECTION 2261.253(A)(1), TEXAS GOVERNMENT CODE.

**TERMS OF PAYMENT:**

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

THIS MASTER ORDER ENCOMPASSES ALL OF THE SPECIFICATIONS AND TERMS AND CONDITIONS OF INVITATION FOR BID NUMBER B420009.

**SHIPPING TERMS:**

FOB DESTINATION - FREIGHT INCLUDED

TEXAS A&M VETERINARY MEDICAL DIAGNOSTIC LAB RESERVES THE RIGHT TO RENEW THIS MASTER AGREEMENT FOR AN ADDITIONAL ONE (1) YEAR, (ONE (1) YEAR AT A TIME), IF MUTUALLY AGREED UPON BY BOTH PARTIES WITH ALL TERMS AND CONDITIONS REMAINING FIRM.

ORIGINAL BID NUMBER: B420009

ORIGINAL MO NUMBER: M420009

RENEWAL # 1 OF 4: M520001

RENEWAL # 2 OF 4: M620004

RENEWAL # 3 OF 4: AM20-17-P027470

RENEWAL # 4 OF 4: 09/01/2017 - 08/31/2018

TVMDL CONTACT: CRYSTAL HUDSON  
 979-845-0881 PHONE  
 979-458-3260 FAX  
 CHUDSON@TVMDL.TAMU.EDU

VENDOR CONTACT: RANDY BLUM  
 979-779-7508 PHONE  
 979-779-7543 FAX  
 RANDYBLUM@HOTMAIL.COM

LICENSES AND REGULATIONS:  
 VENDOR ACTIVITY IS SUBJECT TO ANY REQUIREMENT FOR LICENSES, BONDS, INSURANCE AND ANY OTHER REQUIREMENT OF LAW OR APPLICABLE REGULATIONS DURING THE TERM OF THIS CONTRACT.

CYLINDER TESTING:  
 VENDOR IS RESPONSIBLE FOR HYDROSTATICALLY TESTING ALL VENDOR OWNED CYLINDERS IN ACCORDANCE WITH APPLICABLE FEDERAL LAW.

LABELING REQUIREMENTS:  
 ALL CYLINDER GASES MUST BE IN COMPLIANCE WITH THE U.S. DEPARTMENT OF TRANSPORTATION LABELING REQUIREMENTS.

CYLINDER RETURN:  
 CYLINDERS TO BE PICKED UP BY THE VENDOR'S TRUCK. TEXAS A&M VETERINARY MEDICAL DIAGNOSTIC LABORATORY SHALL NOTIFY THE VENDOR OF THE NUMBER AND TYPE OF EMPTY CYLINDERS READY FOR RETURN. NO RENTAL SHALL BE APPLIED TO ANY CYLINDER FIVE (5) BUSINESS DAYS AFTER THE ORDERING ENTITIES HAVE NOTIFIED THE VENDOR. THE DAY THE VENDOR IS NOTIFIED IS EXCLUDED FROM THIS FIVE (5) DAY PERIOD.

THE VENDOR SHALL BEAR ALL COST FOR CYLINDERS LOST OR DAMAGED AS A RESULT OF AN ACT OF GOD.

MASTER ORDER FOR ITEMS AS LISTED BELOW FOR THE PERIOD OF DATE OF SEPTEMBER 1, 2016 TO AUGUST 31, 2017.

QUANTITIES LISTED ARE ESTIMATES ONLY AND DO NOT GUARANTEE PURCHASE. ORDERS WILL BE PLACED ON AN "AS NEEDED" BASIS. ANY UNUSED QUANTITIES AS OF AUGUST 31, 2017 SHALL BE CANCELLED.

QUANTITIES MAY BE INCREASED OR DECREASED, WITHIN REASONABLE LIMITS.

Item # 16

UPON AWARD OF MASTER AGREEMENT, THE SUCCESSFUL VENDOR MUST LOAD CONTRACT PRICING IN THEIR SYSTEM WITH THE UNDERSTANDING THAT ALL PRICING QUOTED HERE-IN WILL BE HELD FIRM FOR THE PERIOD OF AWARD THROUGH AUGUST 31, 2017. PRICE INCREASES DURING THIS TIME PERIOD, WILL NOT BE ACCEPTABLE. ALL INVOICES MUST REFLECT THE PRICE(S) QUOTED AND MUST REFERENCE THE PURCHASE ORDER NUMBER ISSUED BY TEXAS A&M VETERINARY MEDICAL DIAGNOSTIC LABORATORY.

PRICE ADJUSTMENTS:  
 VENDORS MUST REQUEST PRICE ADJUSTMENTS, IN WRITING, PRIOR TO EACH RENEWAL DATE. IF A VENDOR FAILS TO REQUEST A CPI PRICE ADJUSTMENT 30 DAYS PRIOR TO THE ADJUSTMENT DATE (RENEWAL DATE), THE ADJUSTMENT WILL BE EFFECTIVE 30 DAYS AFTER TEXAS A&M VETERINARY MEDICAL DIAGNOSTIC LAB RECEIVES THEIR WRITTEN REQUEST. NO RETROACTIVE CONTRACT PRICE ADJUSTMENT WILL BE ALLOWED.

PRICE ADJUSTMENTS WILL BE MADE IN ACCORDANCE WITH THE PERCENTAGE CHANGE IN THE U.S. DEPARTMENT OF LABOR CONSUMER PRICE INDEX FOR URBAN WAGE EARNERS AND CLERICAL WORKERS (CPI-W, U.S. CITY AVERAGE, ALL ITEMS) ROUNDED TO THE NEAREST 1/10 OF ONE (1) PERCENT, FOR THE APPROPRIATE PERIODS.

PRICE DECREASES WILL BE CALCULATED IN THE SAME MANNER AS PRICE INCREASES ADJUSTMENTS AND WILL BE TAKEN AUTOMATICALLY BY THE TEXAS A&M VETERINARY MEDICAL DIAGNOSTIC LAB.

THE PRICE ADJUSTMENT RATE WILL BE DETERMINED BY COMPARING THE PERCENTAGE DIFFERENCE BETWEEN THE CPI IN EFFECT FOR THE MONTH OF JUNE PRIOR TO THE CONTRACT RENEWAL DATE EACH YEAR AND THE CPI FOR THE MONTH OF JUNE THE YEAR PRIOR. THIS FIGURE WILL BE THE INDEX POINT CHANGE FOR THE TWO PERIODS. THE INDEX POINT CHANGE IS THEN DIVIDED BY THE CPI FOR THE PREVIOUS YEAR, THEN MULTIPLIED BY 100 TO CALCULATE THE PERCENTAGE CHANGE.

CANCELLATION:  
 UPON AWARD, ANY ORDER IS SUBJECT TO CANCELLATION, WITHOUT PENALTY, EITHER IN WHOLE OR PART, IF FUNDS ARE NOT APPROPRIATED BY THE TEXAS LEGISLATURE, OR OTHERWISE MADE AVAILABLE TO THE TEXAS A&M VETERINARY MEDICAL DIAGNOSTIC LAB.

TEXAS A&M VETERINARY MEDICAL DIAGNOSTIC LAB RESERVES THE RIGHT TO CANCEL THE ORDER AT ANYTIME DUE TO NON-PERFORMANCE.

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

PURCHASING OFFICE VIA FAX TO 979-458-1217. THE INSURANCE REQUIREMENTS ARE ATTACHED.

TAX:	\$ 0.00
FREIGHT:	\$ 0.00
TOTAL:	\$ 17,879.50

ANY EXCEPTIONS TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED BY THE TEXAS A&M UNIVERSITY AGENCY PROCUREMENT OFFICE PRIOR TO SHIPPING.

The State of Texas is Exempt from all Federal Excise Taxes.  
State and City Sales Tax Exemption Certificate: The A&M System claims an exemption from taxes under Chapter 20, Title 122A Revised Civil Statutes of Texas for purchase of tangible personal property described in this order, purchased from Vendor listed above as this property is being secured for the exclusive use of the State of Texas.

APPROVED

By: ALLANA (NOEL) MASON

Email: anmason@ag.tamu.edu

Phone#: (979) 845-4513

BUYER

The Terms and Conditions of the State shall prevail.

FAILURE TO DELIVER: If the Vendor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the State reserves the right to purchase specified supplies and equipment elsewhere, and charge the increase in price and cost of handling to the Vendor. No substitution or cancellations permitted without prior approval of The Texas A&M University System.

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

**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](mailto: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, 74<sup>th</sup> Leg., ch. 20, Sec. 1, eff. April 20, 1995.  
Amended by Acts 1995, 74<sup>th</sup> 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:**

**Coverage**

**Limit**

**A. Worker’s Compensation**

Statutory Benefits (Coverage A)

Statutory

Employers Liability (Coverage B)

\$1,000,000 Each Accident

\$1,000,000 Disease/Employee

\$1,000,000 Disease/Policy Limit

Workers’ Compensation policy must include under Item 3.A. on the information page of the workers’ compensation policy the state in which work is to be performed for [Member]. Workers’ compensation insurance is required, and no “alternative” forms of insurance will be permitted

**B. Automobile Liability**

Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage;

**C. Commercial General Liability**

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$300,000
Medical Payments	\$5,000

The required commercial general liability policy will be issued on a form that insures the vendor or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement

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

Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by the vendor under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

All insurance policies, with the exception of worker's compensation, employer's liability and professional liability will be endorsed and name The Board of Regents for and on behalf of The Texas A&M University System, The Texas A&M University System and Texas A&M AgriLife as Additional Insureds up to the actual liability limits of the policies maintained by the vendor. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage. The Commercial General Liability Additional Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.

All insurance policies will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System, The Texas A&M University System and Texas A&M AgriLife. No policy will be canceled without unconditional written notice to Texas A&M AgriLife at least ten days before the effective date of the cancellation. All insurance policies will be endorsed to require the insurance carrier providing coverage to send notice to Texas A&M AgriLife ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required in this Section 11.

Any deductible or self-insured retention must be declared to and approved by Texas A&M AgriLife prior to the performance of any services by the vendor under this Agreement. The vendor is responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

The insurance coverage required by this Agreement will be kept in force until all services have been fully performed and accepted by Texas A&M AgriLife in writing.