

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UOM</u>	<u>UNIT PRICE</u>	<u>EXT PRICE</u>
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TOTAL:

Terms: NET 30 days upon receipt of goods/services or
Freight invoice, whichever is later.
otherwise noted.

F.O.B. DESTINATION:
included unless

Delivery Date: _____

If multiple systems are requested, they must be configured the same. Components in all systems must be identical in every aspect including, but not limited to, the motherboard, BIOS, keyboard, floppy and hard disk, adapter/controller card, mouse and monitor/video card.

All products and/or services offered from your catalogue must conform and comply with all applicable standards adopted by the DIR; and all products must conform to all state and federal requirements such as ANSI, FCC, NEMA, OSHA, and UL standards.

Where applicable, vendor must provide official licensed copy of Microsoft software from Microsoft with holographic symbol and any/all operating manuals.

TECHNOLOGY ACCESS CLAUSE

The vendor expressly acknowledges that state funds may not be expended in connection with the purchase of an Automated Information System unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the vendor represents and warrants to the Texas Agricultural Experiment Station that the technology provided to the Texas Agricultural Experiment Station for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:

1. Providing equivalent access for effective use by both visual and nonvisual means;
2. Presenting information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use; and
3. Being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this clause, the phrase “equivalent access” means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services that would constitute reasonable accommodations under the Federal Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

ALTERNATIVE DISPUTE RESOLUTION:

In accordance with HB 826:

I. Unless an applicable state statute or applicable federal law establishes another procedure for the resolution of disputes, the dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by the Texas Agricultural Experiment Station and the Contractor to attempt to resolve all disputes arising under the contract:

A. All disputes between the parties under this contract that cannot be resolved by the parties in the ordinary course of business, including, but not limited to, those concerning the scope and interpretation of contractual requirements. Their enforcement and performance, and any costs associated therewith, must be submitted to the dispute resolution process provided in Chapter 2260, subchapter B, of the Government Code. For the purposes of initiating the process, the person to whom written notice of such a dispute must be submitted is Frank Gilstrap. Said notice must also be given to all other representatives of the Texas Agricultural Experiment Station and the Contractor otherwise entitled to notice under the parties’ contract. Compliance by the Contractor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.

B. The contested case process provided in Chapter 2260, subchapter C, of the Government Code is the Contractor's sole and exclusive remedy for an alleged breach of contract by the Texas Agricultural Experiment Station if the parties are unable to resolve their disputes under paragraph (A) thereof.

C. Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by the Texas Agricultural Experiment Station nor any representatives of the Texas Agricultural Experiment Station thereafter shall be considered a waiver of sovereign immunity to suit.

BIDDER AFFIRMATION - Signing this bid with a false statement is a material breach of contract and shall void the submitted bid or any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that:

- 10.1 The bidder 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.
- 10.2 The bidder is not currently delinquent in the payment of any franchise tax owed the State of Texas.
- 10.3 Neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State or the Federal Antitrust Laws (see section 9, above), nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
- 10.4 The bidder has not received compensation for participation in the preparation of the specifications for this IFB.
- 10.5 Under Section 231.006, Family Code, re:child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- 10.6 Pursuant to Section 231.006 (c), Family Code, bid should include name and Social Security Number of each person with at least 25% ownership of the business entity submitting the bid. Bidders that have pre-registered this information on the GSC 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.

Enter name above and Social Security Number below

____ - ____ - _____

Enter name above and Social Security Number below

____ - ____ - _____

Enter name above and Social Security Number below

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Enter name above and Social Security Number below

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- 10.7 Under Section 2155.004 Government Code (relating to collection of state and local sales and use taxes) the bidder certifies that the individual or business entity named in this bid 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.
- 10.8 The Contractor will 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 arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution or performance of this contract.
- 10.9 Bidder agrees that an 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.
- 10.10 Bidder certifies that they are in compliance with section 618.003 of the Government Code, relating to contracting with executive head of a State agency. If section 618.003 applies, bidder will complete the following information in order for the bid to be evaluated:
- Name of Former executive _____
- Name of State agency _____
- Date of separation from State agency _____
- Position with bidder _____
- Date of employment with bidder _____
- 10.11 Bidder agrees to comply with Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.