TEXAS A&M UNIVERSITY

12/07/2016

Page

1

Department of Procurement Services P. O. Box 30013

College Station, TX 77842-3013 Phone: 979-845-4570

Fax:

979-845-3800

OPENING DATE: 12/19/2016 at 2:00 PM (CST)

BID#:

BID TO BE "F.O.B. AGENCY RECEIVING ROOM FREIGHT PREPAID AND ALLOWED" UNLESS OTHERWISE SPECIFIED BELOW

Destination of Goods:

TEXAS A&M UNIVERSITY

B700007

COLLEGE STATION TX 77843-3131

Bidder MUST Sign Below Failure to Sign will Disqualify Bid

SHOW OPENING DATE AND BID INVITATION NUMBER ON THE FAX COVERSHEET OR THE LOWER LEFT HAND CORNER OF THE SCALED ENVELOPE, PLEASE SHOW RETURN ADDRESS OF FIRM. Company Name and Address: COMPANY NAME ADDRESS CITY _____STATE ___ZIP ___ PHONE _____FAX

> VENDOR AGREES TO COMPLY WITH ALL CONDITIONS BELOW AND ON THE LAST PAGE OF THIS DOCUMENT.

AUTHORIZED SIGNATURE

PRINT OR TYPE NAME

TITLE

Ite

DATE

Vendor ID Number; See Instructions 1.8 on the last page for vendor ID Number. () Historically Underutilized Business certified by TPASS.
Please specify ()BLK ()HSP ()W/O ()A/P ()AI

By signing this bid, bidder certifies that if a Texas address is shown as the address of the bidder, bidder qualifies as a Texas Resident Bidder as defined in Rule 1 TAC 111.2

State law provides you the right to request, receive, review and correct information about yourself collected by this form. Contact: di-young@tamu.edu or 979-845-4570 Ext.

Item	Description	Quantity	UOM	Unit Price	Extended Price
	PLEASE NOTE: THIS BID HAS BEEN POSTED ON THE ELECTRONIC STATE BUSINESS DAILY (ESBD) WEBSITE: HTTP://ESBD.CPA.STATE.TX.US/IT IS THE BIDDERS RESPONSIBILITY TO CHECK THIS SITE FOR ANY ADDENDUM'S THAT MAY BE POSTED.				ł
	Texas A&M University is seeking bids for a 3D Printer Lens HY20 Hybrid CNC for the Industrial Engineering Department per the terms, conditions, and specifications listed on bid B700007.				
	Fax bids accepted to 979-845-8171 or 979-845-3800.				
	Any questions regarding this bid may be directed to: Angel Constancio Texas A&M University Department of Procurement Services agc@tamu.edu				
	Delivery may be a factor in the award. Please quote best delivery.		: -		
	Best Value Award Criteria:				
	The award criteria will include the overall response to the bid, and will consist of, but is not limited to:				
AGC					

FOB DESTINATION, FREIGHT PREPAID AND ALLOWED TERMS:

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DAYS

Check below if preference claimed under Rule 1 TAC 113.8

_) Supplies, materials, equipment, or services produced in TX/ offered by TX bidders

_) Agricultural products produced or grown in TX (__) Agricultural products and services offered by TX bidders (__) USA produced supplies, materials, or equipment

(__) Other (See 1.13 on the last page)

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	Texas Resident Bidder as defined in Rule 1 TAC	111.2	245.		
Item	Description	Quantity	UOM	Unit Price	Extended Price
	- The Purchase Price - Delivery - References - The extent to which the goods or services meet the Texas A&M University's needs/specifications - Warranty - The quality of the vendor's goods or services - The vendor's past relationship with TEEX - Any other factors Texas A&M deems relevant				
	Texas A&M University reserves the right to accept or reject any or all bids, or any part thereof, and to waive any technicalities or informalities in the bidding process and to make the award on what is considered to be the best value to the university.				
	Texas A&M University must be confident that the needs of the university can be met. Texas A&M University will evaluate and make the award on the bid that is determined to be the best value to the state based on the criteria listed above.				
	Texas A&M University reserves the right to add or remove items/products/services on this order at any time. Texas A&M University shall seek a quote from awarded supplier to obtain pricing, then issue a change order with added or deleted items.				
AGC					

TERMS:	FOB DESTINATION, FREIGHT PREPAID AND ALLOWE
DELIVERY IN	DAYS
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	Texas Resident Bidder as defined in Rule 1 TA	C 111.2	245.		
Item	Description	Quantity	UOM	Unit Price	Extended Price
	Cancellation: Texas A&M University reserves the right to cancel immediately due to non-performance.				
	Upon award, this agreement is subject to cancellation without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature, or otherwise not made available to the using agency.				
	Texas A&M University reserves the right to cancel with a thirty (30) day written notice.				
	Additional Charges:				,
	Shall be outlined herein; any additional charges not specified in this invitation for bid shall become the responsibility of the vendor.				
	Bidding on Other than Specified:				
	If bidding other than specified, bidder			<u> </u>	
AGC					

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Item	Description	Quantity	UOM	Unit Price	Extended Price
	shall submit manufacturer, model number and technical/product literature. Failure to do so may result in disqualification of your bid. Texas A&M University reserves the right to decide if items offered are equalivant to that specified. Texas A&M University's decision will be final.				
	Shipping:				
	Quote FOB destination, freight prepaid and included in the cost.				•
	The equipment is to be delivered as a complete operational system.				
	All manuals are to be delivered with the equipment and to be in English.				
	Exact delivery/installation location and date shall be coordinated with the department contact or their designee. The department contact or their designee shall be notified twenty four (24) hours before delivery and installation.				
-					
	Educational Discounts:				
	Provide any and all applicable discounts on the items listed.				
AGC					

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Item	Description	Quantity	ÜOM	Unit Price	Extended Price
	Final Testing And Acceptance:				
	The complete installation shall be inspected by Texas A&M University to assure that all equipment is installed in a professional manner, and in accordance with these specifications.				
	The vendor shall ensure that the system meets or exceeds performance specifications as per manufactureria criteria. The vendor shall be responsible for properly performing all setup of equipment and all assembly.				
	Performance Criteria For Acceptance:		. *		
	To be accepted, the equipment must function properly at the end user's site by meeting or exceeding the specifications outlined in the purchase order.		·		
	If the equipment fails to function properly, the vendor shall be responsible to provide and carry out any and all diagnostics and repairs necessary to make the equipment operate correctly. Any costs associated with providing diagnostics and repair will be at vendor's expense. All diagnostic test results shall be provided to the ordering department and only after the department verifies that specifications have been met will the equipment be considered acceptable. Original equipment manufacturer parts (OEM).				
AGC					

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	Texas resident bloder as defined in Rule 1 TAC	Ouantity	UOM	Unit Price	Extended Price
Item	Description	Quanty	- COM	the state of the s	an again a san
İ	Warranty:				
	Vendor shall submit manufacturer's warranty with equipment.				÷
	Warranty is to begin upon the acceptance of equipment by Texas A&M University.				
	Parking:				
	For questions concerning parking, call 979-845-9700.				
	All vehicles parked on the Texas A&M University campus shall properly display a valid Texas A&M University parking permit.				
	The Texas A&M University Transportation Services supervises and coordinates all parking, transportation and traffic related functions on the campus.				
	Vendor shall be responsible for obtaining parking permits from Transportation Services and resolving, should they arise, any parking regulation disputes and violations.				
	Payment:				
	Shall be Net 30 after receipt of invoice and product, completion of installation and final acceptance as operation per the performance criteria outlined in the bid. Final acceptance is to be approved by the				
AGC					

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	Texas Resident Bidder as defined in Rule TAC 11.2 245.					
Item	Description	Quantity	UOM	Unit Price	Extended Price	
	department contact or their designee.					
	Installation:					
	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 shipping/installation					
	This project shall be considered a "turnkey" project that includes all aspects of the installation.				·	
	Installation shall include distribution of the equipment to the requesting department. Installation shall also include receiving, unpacking, assembly and placement at point of use and removal and disposal of all packing material. University dumpsters may not be used for disposal unless approved by the department.					
	The vendor shall clean all trash, cartons and other waste scattered throughout the building or on the premises caused by installation shall be furnished by the vendor Shipping containers and other trash that constitute a fire hazard or an obstacle to the work of others shall be removed from the building daily. The vendor shall be responsible for removal of all trash offsite and disposal of in a legal manner.					
	During delivery and installation, use of					
AGC						
	TERMS: FOB DESTINATION, FREIGHT PREPAID AND ALLOWED TOTAL					

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	tobacco products, food or drink within the interior of the building shall be prohibited. Texas A&M University regulations shall be enforced.				
	Delivery shall be made during normal working hours only, 8 AM to 5 PM, Monday through Friday, unless vendor obtains approval for late delivery.	:			
	All vendor employees shall be indentifiable (I.E. name tags, vendor t-shirt or hats). All vendor employees shall be able to speak English.				
	Training:				
	Shall include on-site demonstration of the proper operating techniques of the equipment as well as instrument preventative maintenance training to all end user(s). This documentation is to include basic training on the proper operation of the equipment and software installed.				
	All training expenses, including travel, must be included in the bid response.				
	Indemnification:				
	Vendor agrees to indemnify and hold The State of Texas, The Board of Regents of Texas A&M University System, Texas A&M their officers, employees and agents (the indemnified				
AGC					

TERMS:	FOB DESTINATION, FREIGHT PREPAID AND ALLOWED
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TITLE DATE Extended Price Unit Price UOM Description Item parties) harmless from the indemnify each against any and all liabilities, actions, damages, suits, proceeding, judgements, and costs (excluding attorney's fees) for claims resulting from the acts or omissions of vendor or the acts or omission of others under vendor's supervision and control. Responsibility For Damage Claims: The vendor shall save harmless the State and owner from all suits, actions or claims brought on account of any injuries or damages sustained by any person or property in a consequence of any neglect in safe-quarding the work by the vendor; or from claims or amount arising or recovered under the "Workman's Compensation Law" or any other laws. He shall be responsible for all damage or injury to property of any character occurring during the prosecution of the work resulting from any act, omission, neglect, or misconduct on his part or the part of any of his employees, in the manner or method of executions the work; or from his failure to suitable evidence to that effect furnished to Texas A&M University, Protection Of Property And Liability: The vendor shall take care not to damage the premises or the property of others, and in case such damages occur as the result of operations under his contract, he shall make restitution. If the vendor fails to pay for damages, the damages may be deducted from any AGC

TERMS:	FOB DESTINATION	FOB DESTINATION, FREIGHT PREPAID AND ALLOWED		
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Texas Resident Bidder as defined in Rule 1 TAC 111.2 Unit Price Extended Price Description Item remaining balance due to the vendor or may be processed as a breach of contract to the full extent the laws allows. The vendor shall exercise due caution for the protection of persons, and shall protect owner from expense and hold him harmless from liability by reason of injury, or for damage to the property of others occurring as a result of the operations under this contract. Upon receipt of written notice of the discovery of any defects occurring with the warranty period, the vendor shall remedy the defects and replace any property damaged there from. If the vendor, after notice, fails to proceed with the remedy(ies) within thirty (30) days or within another period of time agreed to in writing, to comply with the terms of the warranty, the department may have the defects corrected and the vendor shall be liable for all expenses incurred. Equipment units that are defective beyond the feasible job repair at the time of final inspection by the department representative will be retained by the department, and used by occupants, without payment by the owner, until the vendor has replaced all such defective equipment with units conforming to the specifications. Installing vendors shall warrant the installation to be free of defects in workmanship and materials for a period of one year from the date of installation acceptance Vendor shall respond to written complaints within five (5) days. AGC **TOTAL**

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DELIVERY IN	_ DAYS
check below if preference claimed under Rule 1 TAC 113.8	D// -ffauad

(__) Supplies, materials, equipment, or services produced in TX/ offered by TX bidders

(__) Agricultural products produced or grown in TX (__) Agricultural products and services offered by TX bidders

(__) USA produced supplies, materials, or equipment () Other (See 1.13 on the last page)

TERMS: _

PURCHASING AGENT FOR TEXAS A&M UNIVERSITY

TEXAS A&M UNIVERSITY

12/07/2016

Page 11

Bidder MUST Sign Below Failure to Sign will Disqualify Bid

Company Name and Address:

Department of Procurement Services P. O. Box 30013

College Station, TX 77842-3013 Phone: 979-845-4570

Fax: 979-845-3800

SHOW OPENING DATE AND BID INVITATION NUMBER ON THE FAX COVERSHEET OR THE LOWER LEFT HAND CORNER OF THE SEALED ENVELOPE. PLEASE SHOW RETURN ADDRESS OF FIRM.

OPENING DATE: 12/19/2016 at 2:00 PM (CST)

ID#: B700007

BID TO BE "F.O.B. AGENCY RECEIVING ROOM FREIGHT PREPAID AND ALLOWED" UNLESS OTHERWISE SPECIFIED BELOW

Destination of Goods:

TEXAS A&M UNIVERSITY

COLLEGE STATION TX 77843-3131

VENDOR AGREES TO COMPLY WITH ALL CONDITIONS BELOW AND ON THE LAST PAGE OF THIS DOCUMENT.

AUTHORIZED SIGNATURE

Vendor ID Number:
See Instructions 1.8 on the last page for vendor ID Number.
() Historically Underutilized Business certified by TPASS.
Please specify ()BLK ()HSP ()WO ()A/P ()AI

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shown as the address of the bidder, bidder qualifies as a Texas Resident Bidder as defined in Rule 1 TAC 111.2 Extended Price Unit Price Quantity Description Item Insurance: It is understood that all equipment and material supplied by the vendor shall remain their property until such time as accepted or paid for by the owner, and the vendor shall protect them with appropriate insurance against theft or other loss or damage. Vendor shall be held liable for any damages to Texas A&M University property occurring during installation. Texas A&M University shall be listed as an additional insured party under each policy of insurance covering this project. The vendor shall be required to provide proof of insurance in the amounts indicated herein. A copy of the insurance certificate shall be submitted to the Procurement Services office prior to any work being performed. The vendor shall not commence work until all of the insurance specified herein has been obtained and certificated of such insurance in force have been filed with and accepted by Texas A&M University. Acceptance of insurance certificates by Texas A&M University shall not relieve or decrease the liability of the Vendor. Insurance coverage shall provide for a 30-day notice of cancellation or material change to the policy coverage and/or limits and the AGC

FOB DESTINATION, FREIGHT PREPAID AND ALLOWED

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	Texas Resident Bidder as defined in Rule 1 TAC		245.		Barrelland - Access of the Communication
Item	Description	Quantity	UOM	Unit Price	Extended Price
	certificate of insurance in force shall include a notice that the policy or policies do contain these provisions. Unless otherwise specified, the vendor shall provide and maintain insurance until the scope of work is completed and accepted by Texas A&M University. The vendor's certificate of insurance in force, shall be submitted prior to start of installation and shall include a notice that the policies contain these provisions.				
	Delivery Schedule:				
	Delivery within calendar days after receipt of order.				
			1		i
	Vendor Contact Information:				
	Indicate a contact person, phone number and email address of the individual who will be servicing this account.				
	Contact Name:				
	Phone Number:				
	Fax Number:				
	Email:				
AGC					
	TERMS: FOB DESTINATION, FREIGHT PREPAID AND ALLOWED TOTAL				

DELIVERY IN	DAYS
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Item	Descripti	on	Quantity	UOM	Unit Price	Extended Price
	ATMOSPHERE CONTROLLED HYREQUIREMENTS:	BRID CNC - SYSTEM				
; - 	General Requirements:				ļ	
	1.1 The hybrid system sh laser-based metal ad and traditional CNC capabilities in sing	ditive manufacturing subtractive machining				
	1.2 The system must prov build a metal compon add features or surf existing component; existing component.	ent from a CAD model; ace coatings onto an				
	1.3 The system must prov that are capable of variety commercially at rates as low a 1g	feeding a wide available of powders				
	1.4 The hybrid system mu based atmosphere con an inert internal at levels < 40ppm.	st incorporate Argon trol that provides mosphere with Oxygen				
	1.5 The hybrid system mu solid-state 1000W la quality, no maintena and full control and system.	st provide a ser with high beam nce, high efficiency, integration with the				
	1.6 The supplier should support including sy training, remote and access to on-demand	stem installation, l on-site services,				
AGC						

TERMS:	FOB DESTINATION, FREIGHT PREPAID AND ALLOWER
DELIVERY IN	DAYS
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Item	Description	Quantity	UOM	Unit Price	Extended Price
100	information, system warranty.				
	Hybrid System Subtractive Machining Requirements:				
	2.1 Must provide traditional vertical milling capabilities through a z axis spindle and 8 station tool changer with tool change time less than 5 seconds.				
	<pre>2.2 Spindle motor power must be minimum 7.5HP with maximum 8,000 RPM</pre>				
	2.3 Must have a minimum table size of 12" x 24"				·
	2.4 Must support a maximum table load of 450 lbs.				
	2.5 Must have a minimum work envelope of 20" x 14" x 20".				
	2.6 Must have a 4h axis rotary table with 6" diameter plate.				
	2.7 The controller must be a Siemens 828 CNC with conversaltional G-code programming. The menu must include both additive and subtractive process control parameters.				
	Hybrid System Additive Manufacturing Requirements:				
	3.1 Must include an integrated powder				
AGC					

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Unit Price Extended Price Description Item delivery system with up to four panel mounted powder feeders. Each powder feeder shall be individually controlled to allow gradient builds and custom blending of metal alloys. 3.2 Powder Feeder must provide steady powder flow at feed rates less than one (1) gram/minute. 3.3 Must include an integrated Print Head that includes focus optics and powder feed nozzle. 3.4 Print Head must have spot size adjustment for processing at lower and higher laser 3.5 Must provide an option for an integrated optical sensor that monitors the size of melt pool through the processing lens during the build and automatically adjusts laser power to maintain user defined area. Hybrid System Safety Requirements: 4.1 A Class 1 Laser enclosure housing the hybrid milling, deposition and motion components must be provided. 4.2 A laser safety window for viewing the process must be provided. The optical density of the safety window must AGC

_ FOB DESTINATION, FREIGHT PREPAID AND ALLOWED

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Item	Description	Quantity	UOM	Unit Price	Extended Price
	provide sufficient attenuation of the laser beam such that the nominal hazard zone, as described by IEC EN 60825-1:1994, is contained within the enclosure.				
	4.3 A front access door must be provided that includes gloves to access and manipulate parts and tooling inside the enclosure while it is under atmosphere.			,	
:	4.4 The access doors and ports must be interlocked to prevent possible exposure to the high power laser beam during normal operations.	-			
	Installation Requirements: 5.1 The Hybrid CNC machine must have overall outer dimensions such that it can transported through a doorway opening that is 82.75" High and 71.75" Wide.				
1	LENS HY20 Hybrid CNC Vertical Machine Tool - Three (3) axis motion control with Siemens 828 controller - X,Y,Z axis travel for Spindle= 20"x14"x20" - X,Y,Z axis travel for Print Head = 14"x14"x20" - Table Size = 12"x24" - 7.5 HP Spindle - Eight (8) station arm type toolchanger	1	EA		
AGC					

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ltem	Description	Quantity	UOM	Unit Price	Extended Price
	 Includes laser safety package for CDRH Class 1 compliance Includes one (1) year annual remote service contract 	, , , , , , , , , , , , , , , , , , ,	ı		
	Integrated LENS Print Engine:				
	LENS Processing Head (LPH)				
	Adjustable collimating and focus lens (straight or right-angle config)Water tight assembly				·
	LENS Dual Powder Feeder (LPF-2)				
	 Integrated Dual Powder Delivery System (two feeders) Each unit Programmable for custom blending of materials 				
	Fiber Laser			, i	
	- 1000W Fiber Laser + chiller - Includes 10m fiber cable	·			
2	Replace Upper Enclosure with Inert Glovebox System	1	EA		
	 Inert enclosure will be gas-light with integrated Dri-Train System Isolated Pass Thru Chamer (Antechamber) Capable of maintaining Oxygen < 40ppm Easy access front door with integrated glove ports 				
AGC					

TERMS:	FOB DESTINATION, FREIGHT PREPAID AN	D ALLOWED
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Item	Description	Quantity	UOM	Unit Price	Extended Price
3	4th Axis Rotary Table	1.	EA		
	- Includes servo drive unit and hamess wiring - 6" diameter plate				
4	Remote Electronic Handwheel	1	EA		
	Handy jog handwheel is located in a portable boxFeatures axis selector switch and coarse/fine resolution selector				
5	Handwheel Run Function	1	EA		
	 Allows you to control your program execution with the handwheel Handwheel causes the program to run with you controlling feedrate 				
6	Marposs Wireless Tool and Part Probe	1	EA		
	- Package includes a wireless (IR) table mounted tool probe that automatically measures and sets your tool length and diameter offsets. Also included is an easy to use wireless part probe that works with the ATC and allows you to quickly find edges, hole centers, bosses and many more shapes. Simple graphical menus make operations fast.				
7	Install Package: Shipping, Set-Up, Basic Training	1	EA		
	 System shipment, including insurance, from factory to USA customer dock 				
AGC					
I					

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Texas Resident Bidder as defined in Rule 1 TAC 111.2 Extended Price Unit Price Description Item Installation and set-up of System Basic Training on Operation of Equipment Up to 3-days at customer's facility including T&L expenses 3-Day Basic Equipment Training Class 1 EΑ 8 Up to Four (4) Students per Class Training conducted using Customer LENS Equipment Includes Travel & Living for Optomec Trainer EΑ 1 Annual Full Service Contract 9 - Online/Telephone Product & Apps Support (1 business day response time) Software Updates & System Field Change Orders Includes one (1) Preventative Maintenance visit EΑ One-Year Extended Warranty 10 Limited one (1) year extended warranty Includes one (1) Preventative Maintenance visit 1 EΑ Educational Discount 11 VENDOR'S TELEPHONE NO: VENDOR'S FAX NO: AGC

TERMS:	FOB DESTINATION, FREIGHT	r Prepaid and Allowed
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TERMS:	FOB DESTINATION, FREIGHT PREPAID AND ALLOWED
DELIVERY IN	DAYS
Check below if preference claimed under Rule 1 TAC 113.8 () Supplies, materials, equipment, or services produced in TX () Agricultural products produced or grown in TX () Agricultural products and services offered by TX bidders () USA produced supplies, materials, or equipment	
() Other (See 1.13 on the last page)	PURCHASING AGE

PURCHASING AGENT FOR TEXAS A&M UNIVERSITY

DIVISION OF FINANCE

DEPARTMENT OF PROCUREMENT SERVICES



INSURANCE REQUIREMENTS

The Vendor shall not commence work under the purchase order until he has obtained all the insurance required hereunder and certificates of such insurance have been filed with and approved by the Owner. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Vendor. Each insurance policy shall contain a provision that at least 30 days written notice will be given to the Owner in the event of cancellation or material change. The Vendor's certificate of insurance in force, submitted prior to date of delivery, shall include a notice that the policies do contain these provisions. The Vendor shall provide and maintain, until the work covered in this bid is complete and accepted by the Owner, the minimum insurance coverage's as follows:

Coverage:		<u>Limit:</u>		
1.	Workers Compensation	statutory		
2.	Employer's Liability Bodily Injury by Accident Bodily Injury by Disease Bodily Injury by Disease	\$500,000 each accident \$500,000 each employee \$500,000 each policy limit		
3.	Comprehensive General Liability Combined Bodily Injury and Property Damage	\$1,000,000 aggregate \$1,000,000 products/completed operations \$1,000,000 personal and advertising liability \$1,000,000 each occurrence \$50,000 fire damage \$5,000 medical expense		

If this coverage is waived by System Risk Management, the contractor, his employees and subcontractors must sign hold harmless and indemnification agreement.

4.	Comprehensive Auto Liability	\$1,000,000 combined single limit
5.	Automobile Liability	
	Owned Vehicles	\$1,000,000
	Non-Owned Vehicles	\$1,000,000
	Hired Vehicles	\$1,000,000
6.	Commercial General Liability	
	Aggregate Limit	\$2,000,000
	Each Occurrence Limit	\$1,000,000
	Products/Complete Operations	\$1,000,000
	Personal/Advertising Injury	\$1,000,000
	Damage to rented Premises	\$100,000
	Medical Payments	\$5,000
7.	Professional Liability (Errors and Omissions) When services require such coverage	\$1,000,000

ADDITIONAL ENDORSEMENTS

The Auto and Commercial General Liability Policies shall name the Texas A&M University System Board of Regents for and on behalf of the Texas A&M University System as additional insured.

ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF BID AND ANY SUBSEQUENT AWARD ANY EXCEPTIONS THERETO MUST BE IN WRITING

1. BIDDING REQUIREMENTS

- 1.1 Bidders 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. Bidder guarantees product or service offered will meet or exceed specifications included as part of this Invitation for Bid.
- 1.3 Bids should be submitted on this form. Each bid that is mailed should be placed in a separate envelope completely and properly identified. Instructions on page 1, top center. Bids must be received by the TEXAS A&M DEPARTMENT OF PROCUREMENT SERVICES on or before the hour and date specified for the bid opening.
- 1.4 When sending bids via the U.S. Postal Service, use the address on page 1 of this Invitation for Bid. When using a delivery service or hand delivering, which requires a street address, address is Agronomy Road, College Station, TX 77843.
- 1.5 Late bids will not be considered under any circumstances.
- 1.6 Bids should be quoted "F.O.B. destination, freight prepaid and allowed". If quoting freight otherwise, show exact delivery cost and who bears cost if not included in unit price.
- 1.7 Bid prices are requested to be firm for TEXAS A&M acceptance within 30 days of bid opening date. "Discount from list" bids are not acceptable unless requested. Cash discount will not be considered in determining the low bid. All cash discounts will be taken if earned.
- Bids should give SUPPLIER ID Number, full name and address of bidder (enter in the block provided if not shown). Failure to sign bid will disqualify it. Person signing bid should show title or authority to bind his or her firm in a contract. Firm name should appear on each page of a bid, in the block provided in the upper right hand corner. The SUPPLIER ID Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. Enter this number in the spaces provided on page 1 (upper right) if it is not printed. If this number is not known, complete the following: 1. Enter your Federal Employer Identification Number. 2. Sole owner should also enter Social Security Number.
- 1.9 Bid cannot be altered or amended after opening time. Any alterations made before opening time should be initialed by bidder or authorized agent of bidder. No bid can be withdrawn after opening time without approval by the TEXAS A&M DEPARTMENT OF PROCUREMENT SERVICES based on a written acceptable reason.
- 1.10 Purchases made for TEXAS A&M use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise tax Exemption Certificate will be furnished by TEXAS A&M upon request.
- 1.11 TEXAS A&M reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the State.
- 1.12 Consistent and continued tie bidding could cause rejection of bids by TEXAS A&M and/or investigation for antitrust violations.
- 1.13 Other preferences as defined in Rule 1 TAC 113.8 (check any that are applicable)

 Products of persons with mental or physical disabilities

 Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel

 Energy efficient products

 Rubberized asphalt paving material
 - Recycled motor oil and lubricants
 Products produced at facilities located on formerly contaminated property
 - Products and services from economically depressed or blighted areas
- 1.14 The telephone number for FAX submission of bids is 979-845-3800. This is the only number that will be used for the receipt of bids. TEXAS A&M shall not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered.
- 1.15 Inquiries pertaining to IFBs must include the IFB number and opening date.

2. SPECIFICATIONS

Any catalogue, brand name or manufacturer's reference used in the Invitation for Bid is descriptive only (not restrictive), and is used to indicate type and quality desired. Bids on brands of like nature and quality will be considered unless otherwise specified. If bidding on other than reference, bid should show manufacturer, brand or trade name, and other description of the product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the bid. If bidder takes an exception to specifications or reference data in his or her bid, bidder will be required to furnish brand names, numbers, etc., as specified in the Invitation for Bid (IFB).

- 2.1 All items shall be new and unused, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in IFB. Oral agreements to the contrary will not be recognized.
- 2.2 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 2.3 Samples, when requested, must be furnished free of expense to TEXAS A&M. If not destroyed in examination, they will be returned to the bidder, upon request, at bidder's expense. Each sample should be marked with bidder's name and address, and TEXAS A&M bid number. Do not enclose in or attach bid to sample.
- 2.4 TEXAS A&M will not be bound by any oral statement or representation contrary to the written specifications of this IFB.

- 2.5 Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.
- TIE BIDS In case of tie bids, the award will be made in accordance with Rule 1 TAC Section 113.6 (b) (3) and 113.8 (Preferences).

4. DELIVERY

- 4.1 Bid should show number of days required to place material in receiving agency's designated location under normal conditions. Failure to state delivery time obligates SUPPLIER to complete delivery in 14 calendar days. Unrealistically short or long delivery promises may cause bid to be disregarded.
- 4.2 If delay is foreseen, SUPPLIER shall give written notice to TEXAS A&M. TEXAS A&M has the right to extend delivery date if reasons appear valid. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes TEXAS A&M to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting SUPPLIER
- 4.3 No substitutions or cancellation permitted without written approval of the TEXAS A&M DEPARTMENT OF PROCUREMENT SERVICES.
- 4.4 Delivery shall be made during normal working hours only, unless prior approval for late delivery has been obtained from TEXAS A&M.
- 5. INSPECTION AND TESTS All goods will be subject to inspection and test by TEXAS A&M to the extent practicable at all times and places. Authorized TEXAS A&M personnel shall have access to any SUPPLIER'S place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid 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 TEXAS A&M'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.
- 6. 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:
- 6.1 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.
- 6.2 The bidder is not currently delinquent in the payment of any franchise tax owed the State of Texas.
- 6.3 Pursuant to 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.
- 6.4 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, 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.
- 6.5 The bidder has not received compensation for participation in the preparation of the specifications for this IFB.
- 6.6 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.
- 6.7 Bidder 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.
- 6.8 Bidder certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 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:	

- 6.9 Bidder agrees to comply with Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.
- 6.10 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.
- CONFLICTING TERMS & CONDITIONS- Any terms and conditions attached to a bid will
 not be considered unless the bidder specifically refers to them on the front of this bid form.

WARNING: SUCH TERMS AND CONDITIONS MAY RESULT IN DISQUALIFICATION OF THE BID. (E.G. BIDS WITH THE LAWS OF A STATE OTHER THAN TEXAS, REQUIREMENTS FOR PREPAYMENT, LIMITATIONS ON REMEDIES, ETC.

- 8. AWARD OF CONTRACT A response to an IFB is an offer to contract with TEXAS A&M based upon the terms, conditions and specifications contained in the IFB. Bids 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.
- 9. PAYMENT SUPPLIER shall submit one copy of an itemized invoice showing order number and agency purchase order number. TEXAS A&M will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice.
- 10. PATENTS OR COPYRIGHTS The SUPPLIER agrees to protect TEXAS A&M from claims involving infringement of patents or copyrights.
- 11. 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, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967).

12. PUBLIC INFORMATION ACT

- (a) [SUPPLIER] acknowledges that TEXAS A&M University (TEXAS A&M) 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 TEXAS A&M'S written request, [SUPPLIER] 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 TEXAS A&M in a non-proprietary format acceptable to TEXAS A&M. As used in this provision, "public information" has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which TEXAS A&M has a right of access.
- (c) [SUPPLIER] acknowledges that TEXAS A&M 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.

13. TEXAS FAMILY CODE SECTION 231.006

INELIGIBILITY TO RECEIVE STATE GRANTS OR LOANS OR RECEIVE PAYMENT ON STATE CONTRACTS.

- (a) 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:
 - receive payments from state funds under a contract to provide property, materials, or services; or
 - (2) receive a state-funded grant or loan.
- (a-1) A child support obligor who is more than six months delinquent in paying child support is not eligible to receive student financial assistance paid directly to the obligor by the comptroller. This subsection does not apply to an obligor who submits to the comptroller:
 - a sworn affidavit from the obligor or obligee stating that the obligor is current on the obligor's child support payments; and
 - (2) a written statement from the obligor that the obligor has made a request to the Title IV-D agency to correct the errors in the obligor's payment record.
- (b) A child support obligor or business entity ineligible to receive payments under Subsection (a) or a child support obligor ineligible to receive payments under Subsection (a-1) remains ineligible until:
 - all arrearages have been paid;
 - (2) the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or
 - (3) the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) as part of a court-supervised effort to improve earnings and child support payments.
- (c) A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.
- (d) A contract, bid, or application subject to the requirements of this section must include the following statement:
 - "Under Section 231.006, Family Code, the SUPPLIER or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."
- (e) If a state agency determines that an individual or business entity holding a state contract is ineligible to receive payment under Subsection (a), the contract may be terminated.
- (f) If the certificate required under Subsection (d) is shown to be false, the SUPPLIER 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.
- (g) This section does not create a cause of action to contest a bid or award of a state grant, loan, or contract. This section does not impose a duty on the Title IV-D agency to collect information to send to the comptroller to withhold a payment to a business entity. The Title IV-D agency and other affected agencies are encouraged to develop a system by which the Title IV-D agency may identify a business entity that is ineligible to receive a state payment under Subsection (a) and to ensure that a state payment to the entity is not made. This system should be implemented using existing funds and only if the Title IV-D agency, comptroller, and other affected agencies determine that it will be cost-effective.
- (h) This section does not apply to a contract between governmental entities.
- (i) The Title IV-D agency may adopt rules or prescribe forms to implement any provision of this section.
- (j) A state agency may accept a bid that does not include the information required under Subsection (c) if the state agency collects the information before the contract, grant, or loan is executed.

Added by Acts 1995, 74th Leg., ch. 20, § 1, eff. April 20, 1995. Amended by Acts 1995, 74th Leg., ch. 751, § 82, eff. Sept. 1, 1995; Acts 1999, 76th Leg., ch. 28, § 1, eff. Sept. 1, 1999; Acts 2003, 78th Leg., ch. 437, § 1, eff. Sept. 1, 2003; Acts 2003, 78th Leg., ch. 1015, § 2, eff. Sept. 1, 2003.

14. EXPORT CONTROL - SUPPLIER agrees to comply with all applicable US Export Control laws and regulations to include the Export Administration Regulations (EAR), the International Traffic in Arms (ITAR) and any other applicable US export laws and regulations. As an institution of higher learning, Texas A&M University (TEXAS A&M) typically does not take receipt of export controlled goods, technical data, services or technology ("Materials") except as may be specifically agreed by TEXAS A&M. SUPPLIER agrees that it will not provide or make accessible to TEXAS A&M any export controlled Materials without first informing TEXAS A&M of the export-controlled nature to the Materials and obtaining from TEXAS A&M is written consent to accept such Materials as well as any specific instructions for delivering controlled Materials to TEXAS A&M. SUPPLIER agrees to obtain government approval or export license if required from the appropriate US Government agency and to share that information with TEXAS A&M prior to delivery of such Materials

15. INFORMATION SECURITY

Pursuant to Title 1, Chapter 202, §202.77 of the Texas Administrative Code, SUPPLIER hereby acknowledges responsibility to comply with all applicable TEXAS A&M UNIVERSITY (TEXAS A&M) policies, rules, standards, practices, and agreements, including but not limited to: safety policies, privacy policies, security policies, auditing policies, software licensing policies, acceptable use policies, and nondisclosure as required by TEXAS A&M.

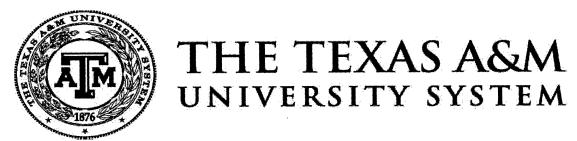
For purposes of this section concerning SUPPLIER Access, Confidential Information is defined as information that must be protected from unauthorized disclosure or public release based on state or federal law or other legally binding agreement and may include but is not limited to the following: personally identifiable information (social security number and/or financial account numbers, student education records); intellectual property (as set forth in Section 51.914 of the Texas Education Code); and medical records. Mission Critical Information is information that is defined by TEXAS A&M to be essential to the continued performance of the mission of TEXAS A&M, the unavailability of which would result in consequences to TEXAS A&M.

In the event SUPPLIER should obtain or be granted access to Confidential and/or Mission Critical Information of TEXAS A&M ("TEXAS A&M Information"), SUPPLIER will keep and protect TEXAS A&M Information confidential to no less than the same degree of care as required by TEXAS A&M policies, rules and procedures. At the expiration or early termination of this Agreement, SUPPLIER agrees to return all TEXAS A&M Information or agrees to provide adequate certification that the TEXAS A&M Information has been destroyed. SUPPLIER, its employees, agents, contractors, and subcontractors shall use the TEXAS A&M Information solely in connection with performance by SUPPLIER of the services provided to TEXAS A&M pursuant to this Agreement, and for no other purpose. Should SUPPLIER, its employees, agents, contractors, or subcontractors acquire other TEXAS A&M Information during the course of this Agreement, it shall not be used for SUPPLIER'S own purposes or divulged to third parties. SUPPLIER shall comply with all terms and conditions of any TEXAS A&M non-disclosure agreement applicable to this Agreement.

Both parties shall each provide contact information for specific inc	dividuals. The designated contact
for TEXAS A&M shall be, Department of	, TEXAS
A&M , College Station, TX 77843, Telephone: (979)	, Email:
The designated contact for SUPPLIER shall be	
email address and phone number). Should the designated contact	for either party need to be
changed, the new contact information shall be updated and provid	ed to the respective parties within
24 hours of any staff changes. Should SUPPLIER have a need to	access TEXAS A&M
Information, that request shall be directed to TEXAS A&M's desi	
SUPPLIER is responsible for reporting all security breaches direct	
A&M's designated contact for breaches shall be Help Desk Centra	al (helpdesk@tamu.edu or (979)
845-8300). Help Desk Central can be contacted 24/7. Security bre	ach investigation reports shall be
provided to the designated contact for TEXAS A&M and TEXAS	A&M'S Chief Information
Security Officer (ciso@tamu.edu).	

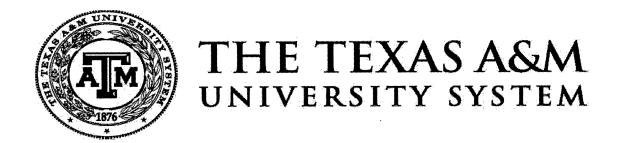
16. ALTERNATIVE DISPUTE RESOLUTION

[SUPPLIER] must use the dispute resolution process provided in Chapter 2260 of the Texas Government Code to attempt to resolve a dispute arising under this Agreement and is a required prerequisite to suit in accordance with Chapter 107, Texas Civil Practices and Remedies Code. [SUPPLIER] must submit written notice of a claim of breach of contract to the Chief Financial Officer, TEXAS A&M ENGINEERING EXTENSION SERVICE.



Substitute W9 & Vendor Direct Deposit Form

Transaction Type: New Payee Information:	Setup For TAN	MUS Use Only: B	uy A&M: C	Concur: Fund	ds: Local	
Individual/Company/Entity Legal N (Must match TIN below):	ame:					
Taxpayer ID #: Federal Tax I.D N	lumber	or	SSN - Individual	/Sole Proprietor		
DBA Name (If Applicable):						
Vendor Type - Select all	that apply:					
	hip C - Corporation					-
	Enter the tax classification (C Exemption from FATCA			= partnership)	-	
Vendor Contact Informa						
Name: (Print Name)		Pho	ne:			
Please Provide an Email For Orders Vendor/Individual Remit To Addre.	: Email:		For Business Enti	ties Only):		
Address:		Address:				
City:	State:	City:		State:		
 I am not subject to backup withh that I am subject to backup with withholding, and I am a US citizen or other US per 	is my correct taxpayer identification nur- iolding because: (a) I am exempt form be holding as a result of a failure to report a son (defined below), and his form (if any) indicating that I am exen to item 2 above if you have been notified transactions, item 2 does not apply. formation-Please fill of I to a financial institution outsing	nckup withholding, or (b) all interest or dividends, on the FATCA reporting by the IRS that you are cu	have not been notified r (c) the IRS has notified is correct rrrently subject to back to receive di Yes No	d by the Internal Revenue d me that I am no long su up withholding because y irect deposit.	bject to backup vou failed to report all interd	
ABA Routing Number:		Account Number:				
Pursuant to Section 403.016, Texas governm- deposit by electronic transfer payments owe deposit the payments in the financial institut may be delayed or that my payments may be Comptroller's rules about electronic transfer	d to me by the State of Texas and if nece ion & account designated below. I recog erroneously transferred electronically.	ssary, reversal entries an nize that if I fail to provic I consent to & agree to co	d adjustments for any a e complete & accurate omply with the Nationa	amounts deposited electr information on this the p I Automated Clearing Ho	onically in error. The Comp processing authorization for	troller shall m, of the form
Print Name:		Signature:			Date:	



Instructions for Substitute W9 & Direct Deposit Form

Do not use this Substitute W9 form if you are a Foreign Individual or Entity.

Vendors that are a Foreign Alien or Entity will need to complete one of the W8's at the following web link Vendor Setup.

Instructions for completing this form

 Under IRS reporting requirements we are required to obtain the Social Security Number or Employee Identification Number. If this is not provided, your payments may be subject to 28% federal income tax backup withholding.

Domestic Vendors that meet the following must complete this Substitute W-9 Form:

- New or updating information for Texas A&M University System Members
- You are a U.S. entity or an individual (including a resident alien)
- If you would like to fill out the Standard <u>IRS W9</u> form, you must include the <u>Vendor Information Sheet</u> when submitting your W9 for PO Distribution.

Vendors must complete all sections of this form (ACH optional, but strongly encouraged).

- Select New Request or Update. If Update, please fill in Vendor ID Number if known.
- Enter your entity's Legal Name as found on your IRS documents and the corresponding Taxpayer ID Number.
- If operating as a DBA, enter the name in the DBA field, otherwise leave blank.
- Enter your entity's Contact Information.
- Select all that apply for the Vendor Type.
- Enter your entity's Remit to Address and Order Address.
- If the Remit to Address & the Order Address are the same just fill out the Remit to Address.
- For *direct deposit* setup, enter your entity's information. Both saving and checking accounts are accepted; however no foreign banks are allowed. Payment notifications will be sent to the e-mail you have provided.
- You must mark yes or no for the question "Will these payments be forwarded to a financial institution outside the United States." If left blank the ACH/Bank information will not be added.
- The form must be signed or it will be considered invalid.

Privacy Notice: You are entitled to request to be informed about the information about yourself collected by use of this form (with a few exceptions as provided by law); You are entitled to receive and review that information; & you are entitled to have the information corrected at no charge to you.