TEXAS A&M UNIVERSITY

05/08/2017

Page

Bidder MUST Sign Below Failure to Sign will Disqualify Bid

Department of Procurement Services P. O. Box 30013 College Station, TX 77842-3013 Phone: 979-845-4570

979-845-3800 Fax:

OPENING DATE: 05/15/2017 at 2:00 PM (CST) B700052

BID TO BE "F.O.B. AGENCY RECEIVING ROOM FREIGHT PREPAID AND ALLOWED"

UNLESS OTHERWISE SPECIFIED BELOW

Destination of Goods:

Company Name and Address:

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.

COMPANY NAME ADDRESS CITY _____ STATE ___ ZIP ____ PHONE _____ FAX ___

TEXAS A&M UNIVERSITY

DOHA 00000 **QATAR**

BID#:

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

Vendor ID Number:

AUTHORIZED SIGNATURE PRINT OR TYPE NAME

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

See Instructions 1.8 on the last page for vendor ID Number. () Historically Underutilized Business certified by TPASS.

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

DATE TITLE Texas Resident Bidder as defined in Rule 1 TAC 111.2 Unit Price Extended Price Quantity Description Item *************** UPON AWARD, EQUIPMENT WILL BE FOR USE AND DELIVERY TO THE TEXAS A&M UNIVERSITY - QATAR CAMPUS LOCATED IN DOHA, QATAR. SHIPPING TERMS VENDORS: INCOTERM - DAP (DELIVERED AT PLACE). VENDOR WILL DELIVERY THE GOODS DOOR TO DOOR TAMUQ. EXCLUDING DUTIES, TAXES & INCLUDING CUSTOMS CLEARANCE. TAMUQ IS RESPONSIBLE FOR CUSTOMS DUTIES & TAXES, INCLUDING BAYAN. PLEASE NOTE: QATAR CUSTOMS REQUIRES ALL ORIGINAL SHIPPING DOCUMENTS: 1- ORIGINAL CERTIFICATE OF ORIGIN STAMPED FROM CHAMBER OF COMMERCE 2- ORIGINAL COMMERCIAL INVOICE STATING EACH ITEM (PRICE/ORIGINAL MADE/QUANTITY) STAMPED FROM CHAMBER OF COMMERCE. 3- PACKING LIST; 4- AIRWAY BILL ALL INFORMATION MUST BE THE SAME ON EACH OF THE ABOVE DOCUMENTS. IF THE INFORMATION IS DIFFERENT, THE SHIPMENT WILL NOT CLEAR QATAR CUSTOMS. ************* QUOTE IN FIRM US DOLLARS Automatic door trainer (DC motor type) with EA 1 SIEMENS S7-1200 FPLC-PD-PEM 2 EA PLC software and PC adapter 2 PAW

TEDMC	FOB DESTINATION, FREIGHT PREPAID AND ALLOWED	TOTAL
TERMS: DELIVERY IN	DAYS	
DEFIACION		

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)

PURCHASING AGENT FOR TEXAS A&M UNIVERSITY

TEXAS A&M UNIVERSITY

05/08/2017 2 Page

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DOHA 00000 QATAR

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TITLE	DATE shown as the address of the bidder, bidder qu Texas Resident Bidder as defined in Rule 1 T	AC 111.2	245.		Extended Price
Item	Description	Quantity	UOM	Unit Price	Extended Frice
3	Elevator trainer with SIEMENS S7-1200 FPLC-EP-ELE-TK	2	EA		
4	PLC software and PC adapter	2	EA		
5	4mm cable 100mm (Red)	12	EA		
6	4mm cable 300mm (Red)	24	EA		
7	4mm cable 300mm (Blue)	28	EA		
8	4mm cable 300mm (Black)	40	EA		
9	4mm cable 600mm (Red)	8	EA		
10	4mm cable 600mm (Blue)	24	EA		
11	4mm cable 1000mm (Red)	16	EA		<u>.</u>
12	4mm cable 1000mm (Black)	96	EA		
13	4mm cable 1500mm (Red)	28	EA		
14	4mm cable 1500mm (Black)	36	EA		
15	Traffic signal control trainer with SIEMENS S7-1200 FPLC-TRF	2	EA		
16	PLC software and PC adapter	2	EA		
17	Shipping DAP Terms	1	LOT		
	Incoterm: DAP (Delivered At Place)				
PAW					
Ĺ	TERMS: FOB DESTINATION, FREIGH	T PREPAID A	ND ALLOWE	D TOTAL	

TERMS:	FOB DESTINATION,
DELIVERY IN	DAYS
Check below if preference claimed under Rule 1 TAC 113 Supplies, materials, equipment, or services produced Agricultural products produced or grown in TX Sqricultural products and services offered by TX bidde Street Sqricultural products and services offered by TX bidde Sqricultural produced supplies, materials, or equipment Type Sqricultural produced supplies, materials, or equipment Type Sqricultural produced supplies, materials, or equipment	IN IX/ offered by IX bidders

PURCHASING AGENT FOR TEXAS A&M UNIVERSITY

TEXAS A&M UNIVERSITY

Page

3

05/08/2017

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

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979-845-3800 Fax:

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State law provides you the right to request, receive, review and correct information about yourself collected by this form. Contact: dj-young@tamu.edu or 979-845-4570 Ext. 245.

NoTE: Provide estimated shipping cost 18 Please quote any/all applicable educational discounts Note To Bidders: Payment Terms: 100%, Net 30 - Upon Receipt and Acceptance Warranty Terms: Bidders shall indicate warranty terms of product offered: Award The award shall be made based on the following "Best Value Criteria". Texas A&M University reserves the right to consider the following and any other factors deemed necessary to evaluate the offer and determine the "Best Value" for the University. - Vendor's ability to meet the specifications and requirements; - Delivery requirements after the receipt of order The acquisition prices/rates of discounts		Texas Resident Bidder as defined in Rule 1 TAC		243.	Unit Price	Extended Price
Please quote any/all applicable educational discounts Note To Bidders: Payment Terms: 100%, Net 30 - Upon Receipt and Acceptance Warranty Terms: Bidders shall indicate warranty terms of product offered:	Item	Description	Quantity	UOM	Omittee	231101101
Release quote any/all applicable educations discounts Note To Bidders: Payment Terms: 100%, Net 30 - Upon Receipt and Acceptance Warranty Terms: Bidders shall indicate warranty terms of product offered:		NOTE: Provide estimated shipping cost				
Payment Terms: 100%, Net 30 - Upon Receipt and Acceptance Warranty Terms: Bidders shall indicate warranty terms of product offered:	18	Please quote any/all applicable educational discounts	1	LOT		
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- Warranty terms		 and requirements; Delivery requirements after the receipt of order. The acquisition prices/rates of discounts Acceptance of payment terms 				
TAMUQ reserves the right to accept or reject		TAMUQ reserves the right to accept or reject				
PAW	PAW					

TERMS:	FOB DESTINATION, FREIGHT PREPAID AND AL	LOWED TOTAL
DELIVERY IN	_ DAYS	
Check below if preference claimed under Rule 1 TAC 113.8 (_) Supplies, materials, equipment, or services produced in (_) Agricultural products produced or grown in TX (_) Agricultural products and services offered by TX bidders		
() USA produced supplies, materials, or equipment	PURCH	IASING AGENT FOR TEXAS A&M UNI

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PAW					
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	VENDOR D PAR NO.				
	VENDOR'S FAX NO:				
	VENDOR'S TELEPHONE NO:				
	Jniversity.				
	considered the most advantageous to the				
į	any or all offers, to waive informalities and technicalities, to accept the offer considered the most advantageous to the			1	
Item	Description	Quantity	UOM	Unit Price	Extended Price

TERMS:		FOB DESTINATION, FREIGHT PREPAID AND ALLOWED		
DELIV	ERY IN	DAYS		
() Suppli () Agricu () Agricu () USA p	ow if preference claimed under Rule 1 TAC 1 ies, materials, equipment, or services produ ultural products produced or grown in TX iltural products and services offered by TX b produced supplies, materials, or equipment (See 1.13 on the last page)	ed in TX/ offered by 1X bladers	PURCHASING AGENT FO	

PURCHASING AGENT FOR TEXAS A&M UNIVERSITY

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

1. BIDDING REQUIREMENTS

- Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this
- Priring 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
- Bids should be submitted on this form. Each bid that is mailed should 1.3 be placed in a separate envelope completely and properly identified instructions on reverse side, top center. Bids must be received by the TEXAS A&M DEPARTMENT OF STRATEGIC SOURCING on or before the hour and date specified for the bid opening.
- When sending bids via the U.S. Postal Service, use the address on the tront of this Invitation for Brd. When using a delivery service or hand delivering, which requires a street address, address is Agronomy Road, College Station, TX 77843.
- Late bids will not be considered under any circumstances
- 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.
- Bid prices are requested to be firm for TEXAS A&M acceptance within 1.7 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 Vendor ID Number, full name and address of bidder 1.8 Bick should give Vendor 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 the or authority to bind his or her firm in a contrad. Firm name should appear on each page of a bid, in the block provided in the upper nght hand come. The Vendor ID Number is the taxpayer number associated and used by the Compredier of Public Accounts of Texts. Enter this number in the spaces provided on the front side (upper nght) if it is not onnied. If this number is not known, complete the following. 1. Emer our Federal Employer Identification Number. 2. Sole owner should also enter Social Security Number. Social Security Number
- Bid cannot be altered or amended after opening time. Any alterations made before opening time should be inflaied by bidder or authorized agent of bidder. No bid can be withdrawn after opening time without approval by the TEXAS A&M DEPARTMENT OF STRATEGIC SOURCING based on a written acceptable reason
- Purchases made to: 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.
- 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 1.11 interests of the State
- Consistent and continued the bidding could cause rejection of bids by TEXAS A&M and/or investigation for antitrust violations.
- Other preferences as defined in Rule 1 TAC 113.8 (check any that are 1.13
 - 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 materia Recycled motor oil and lubricants

Products produced at facilities located on formerly contaminated property Products and services from economically depressed of

- The telephone number for FAX submission of bias is 979-845-3800. This is the only number that will be used for the receipt of bias. The TEXAS A&M shall not be responsible for failure of electronic equipm or operator error. Late. Rejable, incomplete, or otherwise non-responsive bias will not be considered.
- Inquiries pertaining to IFBs must include the IFB number and opening 1.15

2. SPECIFICATIONS

- Any catalogue, brand name or manufacturers 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 indiding on other than reference, bid should show manufacture, brand or tradsman, 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 bidde 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)
- All frems 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 with not be
- All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- Samoles, when requested, must be furnished free of expense to TEXAS A&M. If not destroyed in examination, they will be returned to the biddes, 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.
- TEXAS A&M will not be bound by any oral statement or representation contrary to the written specifications of this IFE 2.5
- Manufacturer's standard warranty shall apply unless otherwise stated 2.6
- TIE BIDS in case of the bids, the award will be made in with Rule 1 TAC Section 113.5 (b) (3) and 113.8 (Preferences)

- 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
- 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.
- No substitutions or cancellation permitted without written approval of the TEXAS A&M DEPARTMENT OF STRATEGIC SOURCING.
- 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 inspection prenchandise. 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 tequinements of the specimentors, one 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 AAM's option, be returned to the supplier or held for disposition at supplier's risk and expense. Laten! defects may result in revocation of acceptance.
- 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.
- 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.
- PATENTS OR COPYRIGHTS The supplier agrees to protect TEXAS A&M from claims involving infringement of patents of copyrights
- SUPPLIER ASSIGNMENTS Supplier hereby assigns to purchaser any and all claims for overcharges associated with this contract; which arise under the arithmst laws of the United States 15 U.S.C.A. Section et sec. (1973), and which anse under the arithmst laws of the State of Texas. TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967).
- 10. 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:
- The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity; future employment, gft. loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.
- The bidder is not currently delinquent in the payment of any franchise tax owed the State of Texas.
- 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.
- Neither the bidder nor the firm, corporation, partnership or institution regressing the budder for the min. Copination, partitiesting or inscription 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, no communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of
- The bidder has not received compensation for participation in the preparation of the specifications for this IFE.
- The supplier shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against al 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.
- Bidder agrees that any payments due under this contract will be applied towards any debt, including but not limited to deli and child support that is owed to the State of Texas
- 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 no information in order to 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 Bidde:

- 10.9 Bidder agrees to comply with Government Code 2155,4441, pertaining to service contract use of products produced in the State of Texas
- to service contact use of produces in this state. Or the contract of Contract uncertaints 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 this 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.
- 11. NOTE TO BIDDERS 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. te.o. bids with the laws of a State other than Texas, requirements for prepayment, limitations on remedies, etc.

12. PUBLIC INFORMATION ACT

12. 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").

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 defination 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:

- percent is not eligible to:

 (1) receive payments from state funds under a contract to provide property, materials, or services; or
 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 comproteler: This subsection does not apply to an obligor who submits to the computation:

 (1) a sworm affidavit from the obligor to obligue 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 Tifle IV-D agency to correct the errors in the obligor's payment record.
- 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 (e-1) remains ineligible until:

 (1) all arreages have been paid;

 (2) the obligor is in compliance with a written repayment agreement or court

- (2) the obigor 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 comract, grant, or loan paid from state funds must include the name and social security number of the individual or sole prophetor and each partnet, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.
- application.

 A contract, bid, or application subject to the requirements of this section must include the following statement:

 "Under Section 231,006, Family Code, the vendor 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 withined if this certification is inaccurate."
- (e) If a state agency determines that an individual or business entity holding a state contract is incligible to receive payment under Subsection (a), to contract may be terminated
- If the certificate required under Subsection (d) is shown to be false, the
- (f) If the certificate recoursed under Subsection (d) is shown to be false, the vention is liable to the state for altomery'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. (9) 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 dirty on the Title IV-D apency to collect information to send to the comptroller to withold 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 any 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, comptioles, and other affected agencies determine that it will be cost-effective.

 (n) This section does not apply to a contract between governmental entities.

 The Title IV-D agency may adopt rules or prescribe forms to implement any provision of this section.
- provision of this section.

 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. 25, § 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.

ALTERNATIVE DISPUTE RESOLUTION

The dispute resolution process provided for in Chapte: 2260 of the Texas Government Code shall be used, as further described herein, by Texas A&M University, and the Vendor to attempt to resolve any claim for breach of contract

- 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 inhate the process, Vendor shall submit written nobce, as required by subchapter B, to Philip A, Ray, Assistant Vice President of Strategic Sourcing and Contract Administration. Said nobce shall also be given to all other representatives of Texas. A&M University and Vendor otherwise entitled to notice under the parties contact. Compliance by Vendor with subchapter B is a condition precedent to the filting of a contested case process provided in Chapter 2260, subchapter C, of the Texas Government Code.

 The contested case process provided in Chapter 2260, subchapter C, of the Texas Government Code is Vendor's sole and exclusive process to seeking a remedy for any and all alleged breaches of contract by Texas A&M University if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph. Vendor's claim for breach of this contract that the parties cannot resolve in
- Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Cn. 107 of the Civil Practices and Remedes Code. Neither the execution of this contract by Texas A&M University to any conduct of any representative of Texas A&M University thereafter shall be considered a value of the contraction transmission to civil.
 - presentative of Texas A&M University thereafter shall be considered a wer of sowerienj immunity to suit.

 The submission, processing, and resolution of Venoor'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 2250 as currently effective, hereafter enacted or subsequently amended. 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, possible on behall of Texas A&M, University for examinions and daim or counterclaim and conduction.

 - University for examining any caim or counterclaim and conducting any nepotations related thereto, as required under 2260.052 of the Texas Government Code shall be Phillip A. Ray, Assistant Vice President of Strategic Sourcing and Contract Administration.