

INVITATION FOR BID – RETURN SEALED BIDS TO:

05/08/2017

TEXAS A&M UNIVERSITY

Page 1

Department of Procurement Services

P. O. Box 30013

College Station, TX 77842-3013

Phone: 979-845-4570

Fax: 979-845-3800

Bidder MUST Sign Below

Failure to Sign will Disqualify Bid

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

BID #: B700052

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

Destination of Goods:

TEXAS A&M UNIVERSITY

DOHA 00000
QATAR

Company Name and Address:

COMPANY NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE _____ FAX _____

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.

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

AUTHORIZED SIGNATURE _____

PRINT OR TYPE NAME _____

TITLE _____ 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: dj-young@tamu.edu or 979-845-4570 Ext.
245.

Item	Description	Quantity	UOM	Unit Price	Extended Price
	<p>*****</p> <p>UPON AWARD, EQUIPMENT WILL BE FOR USE AND DELIVERY TO THE TEXAS A&M UNIVERSITY - QATAR CAMPUS LOCATED IN DOHA, QATAR.</p> <p>*****</p> <p>SHIPPING TERMS VENDORS:</p> <p>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.</p> <p>PLEASE NOTE: QATAR CUSTOMS REQUIRES ALL ORIGINAL SHIPPING DOCUMENTS:</p> <p>1- ORIGINAL CERTIFICATE OF ORIGIN STAMPED FROM CHAMBER OF COMMERCE</p> <p>2- ORIGINAL COMMERCIAL INVOICE STATING EACH ITEM (PRICE/ORIGINAL MADE/QUANTITY) STAMPED FROM CHAMBER OF COMMERCE.</p> <p>3- PACKING LIST;</p> <p>4- AIRWAY BILL</p> <p>ALL INFORMATION MUST BE THE SAME ON EACH OF THE ABOVE DOCUMENTS. IF THE INFORMATION IS DIFFERENT, THE SHIPMENT WILL NOT CLEAR QATAR CUSTOMS.</p> <p>*****</p> <p>QUOTE IN FIRM US DOLLARS</p>				
1	Automatic door trainer (DC motor type) with SIEMENS S7-1200 FPLC-PD-PEM	2	EA		
2	PLC software and PC adapter	2	EA		
PAW					

TERMS: _____ FOB DESTINATION, FREIGHT PREPAID AND ALLOWED TOTAL _____

DELIVERY IN _____ 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)


PURCHASING AGENT FOR TEXAS A&M UNIVERSITY

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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.

Item	Description	Quantity	UOM	Unit Price	Extended Price
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		
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 Incoterm: DAP (Delivered At Place)	1	LOT		
PAW					

TERMS: _____ **FOB DESTINATION, FREIGHT PREPAID AND ALLOWED**

TOTAL _____

DELIVERY IN _____ 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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Item	Description	Quantity	UOM	Unit Price	Extended Price
18	<p>NOTE: Provide estimated shipping cost</p> <p>Please quote any/all applicable educational discounts</p> <p>Note To Bidders:</p> <p>Payment Terms:</p> <p>100%, Net 30 - Upon Receipt and Acceptance</p> <p>Warranty Terms:</p> <p>Bidders shall indicate warranty terms of product offered:</p> <p>-----</p> <p>Award</p> <p>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.</p> <ul style="list-style-type: none"> - Vendor's ability to meet the specifications and requirements; - Delivery requirements after the receipt of order. - The acquisition prices/rates of discounts - Acceptance of payment terms - Warranty terms <p>TAMUQ reserves the right to accept or reject</p>	1	LOT		
PAW					

TERMS: _____ FOB DESTINATION, FREIGHT PREPAID AND ALLOWED

TOTAL _____

DELIVERY IN _____ DAYS

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

TERMS: _____ **FOB DESTINATION, FREIGHT PREPAID AND ALLOWED** **TOTAL** _____
DELIVERY IN _____ **DAYS**

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() Other (See 1.13 on the last page)

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

- 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 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.
- 1.4 When sending bids via the U.S. Postal Service, use the address on the front 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.
- 1.8 Bids 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 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 Vendor 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 the front side (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 include 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 STRATEGIC SOURCING 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 the 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. The 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

- 2.1 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).
- 2.2 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.
- 2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 2.4 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.
- 2.5 TEXAS A&M will not be bound by any oral statement or representation contrary to the written specifications of this IFB.
- 2.6 Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.

3. **TIE BIDS** - In case of tie bids, the award will be made in accordance with Rule 1 TAC Section 113.8 (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 STRATEGIC SOURCING.
- 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. **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.

7. **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.

8. **PATENTS OR COPYRIGHTS** - The supplier agrees to protect TEXAS A&M from claims involving infringement of patents or copyrights.

9. **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).

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:
 - 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 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.
 - 10.4 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.
 - 10.5 The bidder has not received compensation for participation in the preparation of the specifications for this IFB.
 - 10.6 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.
 - 10.7 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.
 - 10.8 Bidder certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive heads of a State agency. If section 669.003 applies, bidder will complete the following information in order for the bid to be evaluated:

- 10.9 Bidder agrees to comply with Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.
- 10.10 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.

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