

INVITATION FOR BID – RETURN SEALED BIDS TO: TEXAS A&M UNIVERSITY

09/05/2017

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: 09/13/2017 at 2:00 PM (CST)

BID #: B800001

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

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.

Destination of Goods:

TEXAS A&M UNIVERSITY

COLLEGE STATION TX 77845-3149

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

AUTHORIZED SIGNATURE _____

PRINTED 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: c-gillar@tamu.edu or 979-845-9010.

Item	Description	Quantity	UOM	Unit Price	Extended Price
AGC	<p>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.</p> <p>TITLE & CERTIFICATE OF ORIGIN TO BE MADE OUT EXACTLY AS FOLLOW:</p> <p>TEXAS A&M UNIVERSITY MAIL STOP 6000 COLLEGE STATION, TEXAS 77843-6000</p> <p>Texas A&M University is seeking bids for a 2017 One (1) Ton Dually Truck as per the specifications listed on bid B800001.</p> <p>Questions Regarding This Invitation For Bid:</p> <p>Any questions or concerns regarding this invitation for bid shall be directed to:</p> <p>Angel Constancio, Buyer II Texas A&M University Procurement Services Email: agc@tamu.edu</p> <p>Best Value Award Criteria:</p> <p>The award shall include the overall response to the bid, and will consist of, but is</p>				

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)

Angel Constancio
PURCHASING AGENT FOR TEXAS A&M UNIVERSITY

INVITATION FOR BID – RETURN SEALED BIDS TO:

09/05/2017

TEXAS A&M UNIVERSITY

Page 2

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

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.

OPENING DATE: 09/13/2017 at 2:00 PM (CST)

BID #: B800001

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 77845-3149

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

AUTHORIZED SIGNATURE

PRINTED 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: c-gillar@tamu.edu or 979-845-9010.

Item	Description	Quantity	UOM	Unit Price	Extended Price
AGC	<p>not limited to:</p> <ul style="list-style-type: none"> *The purchase price *References *Delivery *The extent to which the goods or services meet the Texas A&M University's needs/specifications *The quality of the vendor's goods or services *The vendor's past relationship with Texas A&M University *Any other factor Texas A&M University deems relevant <p>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 formalities in the bidding process and to make the award on what is considered to be the best value to the University.</p> <p>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.</p> <p>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.</p>				

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

INVITATION FOR BID – RETURN SEALED BIDS TO: TEXAS A&M UNIVERSITY

09/05/2017

Page 3

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

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.

OPENING DATE: 09/13/2017 at 2:00 PM (CST)

BID #: B800001

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 77845-3149

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

AUTHORIZED SIGNATURE

PRINTED 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: c-gillar@tamu.edu or 979-845-9010.

Item	Description	Quantity	UOM	Unit Price	Extended Price
AGC	<p>Additional Charges:</p> <p>Shall be outlined herein; any additional charges not specified in this invitation for bid shall become the responsibility of the vendor.</p> <p>-----</p> <p>-----</p> <p>-----</p> <p>Cancellation:</p> <p>Texas A&M University reserves the right to cancel immediately due to non-performance.</p> <p>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.</p> <p>Texas A&M University reserves the right to cancel with a thirty (30) day written notice.</p> <p>Shipping:</p>				

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

INVITATION FOR BID – RETURN SEALED BIDS TO:

09/05/2017

TEXAS A&M UNIVERSITY

Page 4

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: 09/13/2017 at 2:00 PM (CST)

BID #: B800001

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

Bidder MUST Sign Below

Failure to Sign will Disqualify Bid

Company Name and Address:

Destination of Goods:

TEXAS A&M UNIVERSITY

COLLEGE STATION TX 77845-3149

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

AUTHORIZED SIGNATURE

PRINTED 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: c-gillar@tamu.edu or 979-845-9010.

Item	Description	Quantity	UOM	Unit Price	Extended Price
AGC	<p>Quote FOB Destination, freight prepaid and included in the cost.</p> <p>All equipment must be fully insured against loss and damage during shipping.</p> <p>The equipment is to be delivered as a complete operational system.</p> <p>All manuals are to be delivered with the equipment and to be in English.</p> <p>Exact delivery 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.</p> <p>Educational Discounts:</p> <p>Provide any and all applicable discounts on the items listed.</p> <p>Performance Criteria For Acceptance:</p> <p>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.</p> <p>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</p>				

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

INVITATION FOR BID – RETURN SEALED BIDS TO:

TEXAS A&M UNIVERSITY

09/05/2017

Page 5

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: 09/13/2017 at 2:00 PM (CST)

BID #: B800001

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

Bidder MUST Sign Below
Failure to Sign will Disqualify Bid

Company Name and Address:

Destination of Goods:

TEXAS A&M UNIVERSITY

COLLEGE STATION TX 77845-3149

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

AUTHORIZED SIGNATURE

PRINTED 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: c-gillar@tamu.edu or 979-845-9010.

Item	Description	Quantity	UOM	Unit Price	Extended Price
AGC	<p>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).</p> <p>Warranty:</p> <p>Vendor shall submit manufacturer's warranty with equipment.</p> <p>Warranty is to begin upon the acceptance of equipment by Texas A&M University.</p> <p>Payment:</p> <p>Shall be Net 30 after receipt of invoice and product, and final acceptance as operational per the performance criteria outlined in the bid. Final acceptance is to be approved by the department contact or their designee.</p> <p>Vendor Contact Information of the individual who will be servicing this account:</p> <p>Contact Name: _____</p> <p>Phone: _____</p>				

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

INVITATION FOR BID – RETURN SEALED BIDS TO: TEXAS A&M UNIVERSITY

09/05/2017

Page 6

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: 09/13/2017 at 2:00 PM (CST)

BID #: B800001

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

Bidder MUST Sign Below
Failure to Sign will Disqualify Bid

Company Name and Address:

Destination of Goods:

TEXAS A&M UNIVERSITY
COLLEGE STATION TX 77845-3149

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

AUTHORIZED SIGNATURE

PRINTED 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: c-gillar@tamu.edu or 979-845-9010.

Item	Description	Quantity	UOM	Unit Price	Extended Price
AGC	<p>Fax: _____</p> <p>Email: _____</p> <p>Attributes:</p> <p>Please answer the following:</p> <p>Freight Charges to be FOB Destination, Texas A&M University-College Station, Texas 77845. Prepaid and included in the unit cost.</p> <p>_____</p> <p>_____</p> <p>If vendor's terms and conditions differ is the following language ok to use? _____</p> <p>Where TAMU terms and conditions differ from those of the vendor the vendor's terms shall be enforceable only to the extent allowed by the laws of The State of Texas.</p> <p>What is your HUB Ethnicity _____</p> <p>Gender _____</p>				

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

INVITATION FOR BID – RETURN SEALED BIDS TO: TEXAS A&M UNIVERSITY

09/05/2017

Page 7

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: 09/13/2017 at 2:00 PM (CST)

BID #: B800001

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

Bidder MUST Sign Below

Failure to Sign will Disqualify Bid

Company Name and Address:

Destination of Goods:

TEXAS A&M UNIVERSITY

COLLEGE STATION TX 77845-3149

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

AUTHORIZED SIGNATURE

PRINTED 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: c-gillar@tamu.edu or 979-845-9010.

Item	Description	Quantity	UOM	Unit Price	Extended Price
	Are you registered on the Central Master Bidders List				
	Delivery Schedule: Delivery within _____ calendar days after receipt of order.				
1	2017 One (1) Ton Dually Crew Cab Pickup with 8 ft. Bed See attached specifications	1	EA		
	VENDOR'S TELEPHONE NO: - -				
	VENDOR'S FAX NO: - -				
AGC					

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

Bidder shall complete every space in the section II-bidder's proposal column with either a check mark () to indicate the item being bid is exactly as specified or a description to indicate any deviation of the item being bid from the specifications. All items to be factory installed unless otherwise noted. Texas A&M University will be sole judge as to what is functionally equivalent.

<u>Section I</u>	<u>Specifications</u>	<u>Section II</u> <u>Bidder's Proposal</u>
Equipment	2017 1 Ton Dually Crew Cab Pickup with 8' Bed	MFG. _____ Model# _____ Year: _____
GVWR	10,000 - 11,000	_____
Engine	V8 Diesel 6.7l	_____
Transmission	Heavy Duty Automatic 6 Speed	_____
Axle Ratio	Minimum 3.55 Non-Limited Slip	_____
Wheel Base	176"	_____
Color		
Interior	Grey or Tan Cloth	_____
Exterior	White Exterior	_____
Tires	LT245/75Rx17E	_____
Wheels		_____
Brakes	4 Wheel Power Disc ABS	_____
Springs & Shocks	Heavy Duty Gas Shocks, Heavy Duty Springs	_____
Suspension	Trailer Sway Control, Roll Stability Control, Stabilizer Bar (Front)	_____
Air Conditioning	Front and Back Controls	_____
Heater/Defroster	Front and Back Controls	_____
Air Bags	Front Seat, Front Seat Side	_____
Battery	Heavy Duty 800 Cold Cranking Amps	_____
Auxiliary Battery		_____

	Instrumentation With Tachometer and Message Center including Odometer, Trip Odometer, Distance-To-Empty, Average Fuel Economy, Engine Hour Meter and Warning Messages	
Gauges		
Alternator	Heavy Duty	
Interior	Grey	
Seating		
Front	Cloth Seating 40/20/40 Split Bench With Console	
Back	Cloth 60/40	
Floor Cover	Vinyl	
Lighting	Quad Dual Beam Halogen Headlamps, Interior Dome Lamp, Map Lights Driver/Passenger/Rear	
Radio	AM/FM/MP3/CD/Bluetooth	
Steering	Power	
Fuel Tank	Min. 34 Gal	
Emissions		
Exhaust System		
Window	Power Windows/Solar Tinted	
Locks	Power Door Locks/Keyless Entry	
Mirrors		
Exterior	Telescoping Trailer Mirrors	
Interior	Day/Night Adjustable	
Windshield Wipers	Variable, Intermittent	
Extras		
	Jack With Spare Tire Wrench	
	Hands Free Phone Control	
	Android Auto/I-Phone	

USB Ports Front and Rear

Complete Trailer Package

Trailer Brake Control

Spray In Bed Liner

Ultimate Trailer Tow Camera System Includes:

Rear View Camera, 180/360 Degree Camera
System*, Rear CHMSL Camera, Trailer Reverse
Guidance, and LED CHMSL. Display in Center
Stack Screen

Company Name

Contact

Phone

Fax

Email

**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.
- 1.8 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 initiated 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.

3. **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.

7. **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:

- (1) 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:

- (1) 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:

- (1) 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 its 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.

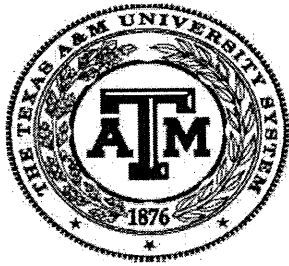
For purposes of this section concerning SUPPLIER Access, Confidential Information is defined as information that must be protected from unauthorized disclosure or public release based on state or federal law or other legally binding agreement and may include but is not limited to the following: personally 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 individuals. 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 _____ (include email address and phone number). Should the designated contact for either party need to be changed, the new contact information shall be updated and provided 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 designated contact. Further, SUPPLIER is responsible for reporting all security breaches directly to TEXAS A&M. TEXAS A&M's designated contact for breaches shall be Help Desk Central (helpdesk@tamu.edu or (979) 845-8300). Help Desk Central can be contacted 24/7. Security breach 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.



THE TEXAS A&M UNIVERSITY SYSTEM

Substitute W9 & Vendor Direct Deposit Form

Transaction Type: New Setup *For TAMUS Use Only:* Buy A&M: Concur: Funds: Local

Payee Information:

Individual/Company/Entity Legal Name: _____
(Must match TIN below):

Taxpayer ID #: _____ or _____
Federal Tax I.D Number *SSN - Individual/Sole Proprietor*

DBA Name (If Applicable): _____

Vendor Type - Select all that apply:

☐ Individual/Sole Proprietorship ☐ C - Corporation ☐ S - Corporation ☐ Partnership ☐ Trust/Estate ☐ Other
☐ Limited Liability Company. Enter the tax classification (C = C corporation, S = S corporation, P = partnership)
☐ Exempt payee code (if any) Exemption from FATCA reporting code (if any)

Vendor Contact Information:

Name: (Print Name) _____ Phone: _____

Please Provide an Email For Orders: Email: _____

Vendor/Individual Remit To Address: _____ Order Address (For Business Entities Only): _____

Address: _____ Address: _____

City: _____ State: _____ City: _____ State: _____

Zip: _____ Zip: _____

Certification: Under Penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a US citizen or other US person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct

Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you failed to report all interest & dividends on your tax return. For real estate transactions, item 2 does not apply.

Direct Deposit Setup Information-Please fill out all fields to receive direct deposit.

Will these payments be forwarded to a financial institution outside the U.S.? Yes No Acct Type: Checking Savings

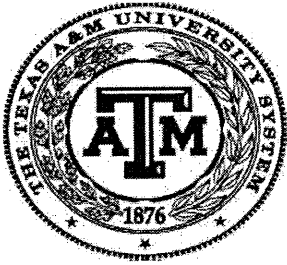
Bank Name: _____ Email for ACH Notification: _____

ABA Routing Number: _____ Account Number: _____

Pursuant to Section 403.016, Texas government Code, I authorize the Comptroller of Public Accounts and/or applicable financial institution as designated by Texas A&M University System Members to deposit by electronic transfer payments owed to me by the State of Texas and if necessary, reversal entries and adjustments for any amounts deposited electronically in error. The Comptroller shall deposit the payments in the financial institution & account designated below. I recognize that if I fail to provide complete & accurate information on this the processing authorization form, of the form may be delayed or that my payments may be erroneously transferred electronically. I consent to & agree to comply with the National Automated Clearing House Association Rules & Regulations & the Comptroller's rules about electronic transfers as they exist on the date of my signature on this form or as subsequently adopted, amended or repealed.

Print Name: _____ Signature: _____ Date: _____

Please mail or fax to Texas A&M University, FMO-AP, TAMU MS 6000, College Station, TX 77843-6000; (979) 458-4191;
For questions email vendorhelp@tamu.edu (Rec 09/2015)



THE TEXAS A&M UNIVERSITY SYSTEM

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 IRS W9 form, you must include the Vendor Information Sheet 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.

Please mail or Fax to: Texas A&M University, FMO-AP, TAMU MS 6000, College Station, TX 77843-6000; 979-458-4191 fax;
For questions email vendorhelp@tamu.edu (Rev 09/15)