Event Summary - UAV - Drones

Type	Invitation to Bid	**Number**	TAMU-ITB-0473
Organization	TAMU	**Currency**	US Dollar
Event Status	Awarded	**Work Group**	TAMU
Exported on	6/4/2018	**Exported by**	Angelita Constancio
For Requisition	103318513	**Created Document**	103965172
Estimated Value	17,625.98 USD	**Payment Terms**	-

Bid and Evaluation

Respond by Proxy	Allow	**Use Panel Questionnaire**	No
Sealed Bid	Yes	**Auto Score**	No
		Cost Analysis	No
Alternate Items	No		

Visibility and Communication

Visible to Public Yes

Enter a short description for this public event

UAV - Drones

Commodity Codes

None Added

Event Dates

Time Zone	CDT
Released	-
Open	5/21/2018 12:00 AM
Close	5/30/2018 2:00 PM
Sealed Until	5/30/2018 2:00 PM
	Show Sealed Bid Open Date to Supplier
Q&A Close	5/29/2018 10:00 AM

Description

UAV - Drones

Prerequisites

★ Required to Enter Bid

1 ★ **Instructions To Supplier :**

Fill out AggieBid Questions Form, and attach back to Supplier Attachments Tab

Prerequisite Content:

AggieBid Questions

AggieBid
Questionnaire.pdf

Certification

I have attached the AggieBid Questionnaire Form

Supplier Must Also Upload a File:

Yes

Buyer Attachments

Bid Information - TAMU-ITB-0473	Bid Information - TAMU-ITB-0473.pdf	../Attachments/Bid Information - TAMU-ITB-0473.pdf
Terms and Conditions - Updated.p	Terms and Conditions - Updated.pdf	../Attachments/Terms and Conditions - Updated.pdf
Updated W9 - Newest.pdf	Updated W9 - Newest.pdf	../Attachments/Updated W9 - Newest.pdf

Product Line Items

★ Required Product Line Items

Group P1

#	Item Name, Commodity Code, Description	Qty.	UOM	Target Price	Allow Alternates	Requested Delivery
P1.1	UAV - DJI Phantom 4 Pro ★	2	EA - Each	-		-
	99900353 - Drones | 5781 <5k, 8424 / UAV - DJI Phantom 4 Pro					
P1.2	UAV - DJI Matrice M100 ★	2	EA - Each	-		-
	99900353 - Drones | 5781 <5k, 8424 / UAV - DJI Matrice M100					
P1.3	DJI Phantom 4 Pro Battery	6	EA - Each	-		-
	99900353 - Drones | 5781 <5k, 8424 / DJI Phantom 4 Pro Battery					
P1.4	DJI Phantom 4 Battery Charging Hub	2	EA - Each	-		-
	99900353 - Drones | 5781 <5k, 8424 / DJI Phantom 4 Battery Charging Hub					
P1.5	DJI Phantom 4 Pro 100W AC Power Adaptor	4	EA - Each	-		-
	99900353 - Drones | 5781 <5k, 8424 / DJI Phantom 4 Pro 100W AC Power Adaptor					
P1.6	DJI Phantom 4 Pro 100W AC Power Adaptor Cable	4	EA - Each	-		-
	99900353 - Drones | 5781 <5k, 8424 / DJI Phantom 4 Pro 100W AC Power Adaptor Cable					
P1.7	DJI Phantom 4 Car Charger	2	EA - Each	-		-
	99900353 - Drones | 5781 <5k, 8424 / DJI Phantom 4 Car Charger					
P1.8	DJI Phantom 4 Propeller Set (1CW, 1CCW)	4	EA - Each	-		-
	99900353 - Drones | 5781 <5k, 8424 / DJI Phantom 4 Propeller Set (1CW, 1CCW)					
P1.9	DJI Phantom 4 Propeller Guard Set	2	EA - Each	-		-
	99900353 - Drones | 5781 <5k, 8424 / DJI Phantom 4 Propeller Guard Set					
P1.10	Apple Ipad Mini 4 128G Wireless	2	EA - Each	-		-
	99900353 - Drones | 5781 <5k, 8424 / Apple Ipad Mini 4 128G Wireless					
P1.11	DJI Mavic Remote Controller Monitor Hood	2	EA - Each	-		-
	99900353 - Drones | 5781 <5k, 8424 / DJI Mavic Remote Controller Monitor Hood					
P1.12	GPC - Go Professional Case (Phantom 4 Pro Plus)	2	EA - Each	-		-
	99900353 - Drones | 5781 <5k, 8424 / GPC - Go Professional Case (Phantom 4 Pro Plus)					
P1.13	RMUS Remote UAS Pilot Package	2	EA - Each	-		-
	99900353 - Drones | 5781 <5k, 8424 / RMUS Remote UAS Pilot Package					
P1.14	DJI Inspire 1 TB48 Battery - 5700MAH (White)	12	EA - Each	-		-
	99900353 - Drones | 5781 <5k, 8424 / DJI Inspire 1 TB48 Battery - 5700MAH (White)					
P1.15	DJI Matrice M100 Part 3 Battery Compartment Kit	2	EA - Each	-		-
	99900353 - Drones | 5781 <5k, 8424 / DJI Matrice M100 Part 3 Battery Compartment Kit					
P1.16	GPC - Go Professional Case (DJI Matrice M100)	2	EA - Each	-		-
	99900353 - Drones | 5781 <5k, 8424 / GPC - Go Professional Case (DJI Matrice M100)					
P1.17	DJI Inspire 1 1345LS Prop Mounting Plate	8	EA - Each	-		-

	99900353 - Drones | 5781 <5k, 8424 / DJI Inspire 1 1345LS Prop Mounting Plate				
P1.18	DJI Inspire 1 v3 Quick Release Propellers 1345T	8	EA - Each	-	-
	99900353 - Drones | 5781 <5k, 8424 / DJI Inspire 1 v3 Quick Release Propellers 1345T				
P1.19	DJI HEX Charger	2	EA - Each	-	-
	99900353 - Drones | 5781 <5k, 8424 / DJI HEX Charger				
P1.20	RMUS Configuration - Assembly, Firmware Updates, and Calibration	2	EA - Each	-	-
	99900353 - Drones | 5781 <5k, 8424 / RMUS Configuration - Assembly, Firmware Updates, and Calibration				
P1.21	Shipping	1	EA - Each	-	-
	99900353 - Drones | 5781 <5k, 8424 / Shipping				

Service Line Items

There are no Items added to this event.

DIVISION OF FINANCE

DEPARTMENT OF PROCUREMENT SERVICES

AggieBid TAMU-ITB-0473

Texas A&M University is seeking bids to provide UAV-Drones for the Department of Agrilife per the terms, conditions, and specifications herein and for AggieBid TAMU-ITB-0473.

Manufacturer and Part Number listed is for reference purposes only.

QUESTIONS REGARDING THIS INVITATION FOR BID:

Any questions or concerns regarding this invitation for bid shall be directed to:

Angel Constancio, Buyer

Texas A&M University Department of Procurement Services
Email: agc@tamu.edu

BEST VALUE AWARD CRITERIA:

The award shall include the overall response to the bid, and will consist of, but is not limited to:

- The purchase price
- References
- Delivery
- The extent to which the goods or services meet the Texas A&M University's needs/specifications
- Warranty
- The quality of the vendor's goods or services
- The vendor's past relationship with Texas A&M University
- Any other factor Texas A&M University deems relevant

Texas A&M University reserves the right to accept or reject any or all bids, or any part thereof, and to waive any technicalities or formalities in the bidding process and to make the award on what is considered to be the best value to the University.

Texas A&M University must be confident that the needs of the University can be met. Texas A&M University will evaluate and make the award on the bid that is determined to be the best value to the state based on the criteria listed above.

Texas A&M University reserves the right to add or remove items/products/services on this order at any time. Texas A&M shall seek a quote from awarded supplier to obtain pricing, then issue a change order with added or deleted items.

SHIPPING:

Quote F.O.B destination, freight prepaid and included in the cost.

The equipment is to be delivered as a complete operational system.

All manuals are to be delivered with the equipment and to be in English.

Exact delivery 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.

CANCELLATION:

Texas A&M University reserves the right to cancel immediately due to non-performance.

Upon award, this agreement is subject to cancellation without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature, or otherwise not made available to the using agency.

Texas A&M University reserves the right to cancel with a thirty (30) day written notice.

PERFORMANCE CRITERIA FOR ACCEPTANCE:

To be accepted, the equipment must function properly at the end user's site by meeting or exceeding the specifications outlined in the purchase order.

If the equipment fails to function properly, the vendor shall be responsible to provide and carry out any and all diagnostics and repairs necessary to make the equipment operate correctly. Any costs associated with providing diagnostics and repair will be at vendor's expense. All diagnostic test results shall be provided to the ordering department and only after the department verifies that specifications have been met will the equipment be considered acceptable. Original equipment manufacturer parts (OEM).

WARRANTY:

Vendor shall submit manufacturer's warranty with equipment.

Warranty is to begin upon the acceptance of equipment by Texas A&M University.

PAYMENT:

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.

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 initialed by bidder or authorized agent of bidder. No bid can be withdrawn after opening time without approval by the TEXAS A&M DEPARTMENT OF PROCUREMENT SERVICES based on a written acceptable reason.

1.10 Purchases made for TEXAS A&M use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise tax Exemption Certificate will be furnished by TEXAS A&M upon request.

1.11 TEXAS A&M reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the State.

1.12 Consistent and continued tie bidding could cause rejection of bids by TEXAS A&M and/or investigation for antitrust violations.

1.13 Other preferences as defined in Rule 1 TAC 113.8 (check any that are applicable)

- (_) Products of persons with mental or physical disabilities
- (_) Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- (_) Energy efficient products
- (_) Rubberized asphalt paving material
- (_) Recycled motor oil and lubricants
- (_) Products produced at facilities located on formerly contaminated property
- (_) Products and services from economically depressed or blighted areas

1.14 The telephone number for FAX submission of bids is 979-845-3800. This is the only number that will be used for the receipt of bids. TEXAS A&M shall not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered.

1.15 Inquiries pertaining to IFBs must include the IFB number and opening date.

2. SPECIFICATIONS

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

2.1 All items shall be new and unused, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in IFB. Oral agreements to the contrary will not be recognized.

2.2 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.

2.3 Samples, when requested, must be furnished free of expense to TEXAS A&M. If not destroyed in examination, they will be returned to the bidder, upon request, at bidder's expense. Each sample should be marked with bidder's name and address, and TEXAS A&M bid number. Do not enclose in or attach bid to sample.

2.4 TEXAS A&M will not be bound by any oral statement or representation contrary to the written specifications of this IFB.

2.5 Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.

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

For TAMUS Only: *Aggie Buy:* 02-Texas A&M University *Concur:* No *Funds:* Local

Payee Information: Transaction Type: New Vendor

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: _____

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 form 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 long 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.

*All Fields must be completed

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

New Setup Account Info Bank Name: _____

Routing Number _____ Account Number _____

Existing Account (Changes Only) *If you have an existing ACH setup with the Texas A&M University System Members & needing to change this section will need to be completed.*

Routing Number _____ Account Number _____

Email for ACH Notification: _____

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 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 fax;
For questions email vendorhelp@tamu.edu (Rev 2017)

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

We are required by law to obtain this information from you when making a reportable to you, to you, and because the payment is reportable on an information return to the IRS. You are required by law to provide your correct Social Security Number or Employer Identification Number to us. If you do not provide us with this information, your payments may be subject to 28% federal income tax backup withholding. Also, if you do not provide us with this information, you may be subject to a $50 penalty imposed by the Internal Revenue Service under section 6723.

Federal Law on backup withholding preempts any state or local law remedies, such as any right to a mechanic's lien. If you do not furnish a valid TIN, or if you are subject to backup withholding, the payer is required to withhold 28% of its payment to you. Backup withholding is not a failure to pay you. It is an advance tax payment. You should report all backup withholding as a credit for taxes paid on your federal income.

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

1. New or updating information for Texas A&M University
2. You are a U.S. entity (including a resident alien); **AND**
3. Required for a Speaker Fee, Individual Payment/Reimbursement, Sole Proprietor, Partnership, or Corporation **AND**
4. You will receive payment from Texas A&M University

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 information will not be imputed.**
- When requesting a change to your existing direct deposit account information, you must complete the existing account information for verification purposes.
- 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 2017)