

INVITATION FOR BID – RETURN SEALED BIDS TO:

10/28/2016

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

OPENING DATE: 11/10/2016 at 2:00 PM (CST)

BID #: B700003

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, QATAR 00000
QATAR

Bidder MUST Sign Below

Failure to Sign will Disqualify Bid

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

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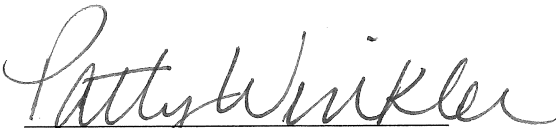
State law provides you the right to request, receive, review
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245.

Item	Description	Quantity	UOM	Unit Price	Extended Price
PAW	<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>WHEN SEARCHING THE ELECTRONIC STATE BUSINESS DAILY PLEASE USE "MAIN B700003" ***** UPON AWARD, EQUIPMENT WILL BE FOR USE AND DELIVERY TO THE TEXAS A&M UNIVERSITY - QATAR CAMPUS LOCATED IN DOHA, QATAR. ***** SHIPPING TERMS FOR NON DOHA VENDORS:</p> <p>INCOTERMS: DAP (DELIVERED AT PLACE) VENDOR WILL DELIVER THE GOODS DOOR TO DOOR TO TAMUQ EXCLUDING DUTIES, TAXES & INCLUDING CUSTOMS CLEARANCE. TAMUQ WILL PROVIDE DUTY EXEMPTION LETTER FOR QATAR CUSTOMS EXCLUDING BAYAN. ***** SHIPPING TERMS FOR DOHA VENDORS:</p> <p>INCOTERM - DDP (DELIVERY DUTY PAID) .</p> <p>FOR DOHA VENDORS: ** WE HAVE BEEN NOTIFIED THAT QATAR CUSTOMS HAVE IMPLEMENTED AN AUTOMATED ELECTRONIC CLEARANCE PROCESS CALLED "SINGLE WINDOW" AND ALL INCOMING SHIPMENTS WILL BE SUBJECT TO BAYAN & ADMIN CHARGES. FOR SHIPPING TERMS DDP, ALL CUTOMS CHARGES WILL BE BORNE BY THE VENDOR. TAMUQ WILL NOT BE RESPONSIBLE FOR</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
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PURCHASING AGENT FOR TEXAS A&M UNIVERSITY

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Item	Description	Quantity	UOM	Unit Price	Extended Price
	<p>THESE CHARGES WITH YOUR SHIPPING AGENT **</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	<p>Surface Area and Pore Analyzer: TriStar II 3020(Part No: 302/00000/00) or equivalent meeting the following minimum specifications:</p> <p>Three-station, fully-automated physisorption analyzer for accurate, low-cost, concurrent analyses of up to three samples. Voltage - selectable, 50/60Hz, 110VA power input. Maximum 300VA when combined with vacuum pump.</p> <p>Analyzer Features:</p> <ul style="list-style-type: none"> - Conforms to CE requirements. - Fast, low-cost analyses of up to three samples at the same time. 	1	EA		
PAW					

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PAW	<ul style="list-style-type: none"> - Four precision 0-999 mmHg pressure transducers, one in the manifold and one in each sample port. Resolution 0.05 mmHg and full-scale accuracy and linearity are 0.5% and 0.25% respectively (transducer mfr's specs.). - Versatile and innovative free space correction. - Po options: enter, calculate, measure continuously or at user-selected interval. - Does three five-point B.E.T. surface areas in about 20 minutes. - Measures surface area 0.01 m²/g with nitrogen adsorptive - Uses variety of adsorptives: N₂, CO₂, Ar, C₄H₁₀, etc. - Patented Isothermal Jackets maintain cryogen level on sample and Po tubes for precise control of free space. - Low-volume, thermally-stable, monolithic metal manifold. <p>Software Features:</p> <ul style="list-style-type: none"> - Overlay up to eight plots on a reference plot. - Same computer can operate multiple analyzers. - Operating program is Microsoft Windows application. - View multiple analyses status or reports on same screen. - Store preparation and analysis protocols and data files. - Remote operation and diagnostics capabilities. 				

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Item	Description	Quantity	UOM	Unit Price	Extended Price
	<p>Data Reduction Options:</p> <ul style="list-style-type: none"> - B.E.T. and/or Langmuir specific surface area. - Average pore size (4VY A) and single-point total pore volume. - Meso- and macro-pore information by B.J.H. method. - de Boer t-plot method for micropore volume and surface area. - Comprehensive tabular reports and graphs are user selectable. <p>Unit shall include PC; 32-bit and must have built-in RS232 port & Printer locally.</p> <p>All the required gases need to be arranged by TAMU-Qatar.</p>				
2	Vacuum Pump (Part No: 062/00000/23) or equal Two-stage pump with hose kit. Needs 230V, 50/60Hz, 180VA	1	EA		
3	Sample Tube Kit: (Part No: 062/00000/23) or equal 3/8-inch (9.5 mm) O.D. Stem 6.5 mm I.D.	1	EA		
4	FlowPrep 060 Preparation Station: (Part No: 060/00030/00) or equal - Concurrently outgas up to 6 samples by gas flow method. No computer interface. User selects temperature from ambient to 400 5 oC. Voltage selectable, 200VA power input	1	EA		
5	Gas Pressure Regulator: (Part No: 004/62230/58) or equal - Dual-stage, CGA580 fitting, 0-3000 psig	3	EA		
PAW					

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Item	Description	Quantity	UOM	Unit Price	Extended Price
6	(0-200 bar) cylinder and 0-30 psig (0-2 bar) delivery pressures. 2 pcs required for analyzer, 1 for degas unit Pressure Relief Kit: (Part No: 004/33602/00) or equal - Use with gas pressure regulators supplying non-hazardous gas to Analyzer Prevents catastrophic damage to analyzer if regulator fails. Gas is automatically vented at ~ 35 psig.	1	EA		
7	Regulator Expansion Kit (Part No: 004/33601/00) or equal - 2-outlet. Expands regulator's single outlet into two (2) outlets, each with an isolation valve.	1	EA		
8	Installation & Commissioning The requested equipment is to be supplied as a complete operational system, set-up and ready for use. Any/all operational/ maintenance manuals are to be provided at the time of installation. This project shall be considered a "turnkey" project that includes all aspects of the installation. Final Testing and Acceptance Criteria: The completed installation shall be inspected by Texas A&M - Qatar to assure that all equipment is installed in a professional manner and in accordance with these	1	EA		
PAW					

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Item	Description	Quantity	UOM	Unit Price	Extended Price
	<p>specifications.</p> <p>The final system testing and demonstration shall be performed after the installation and initial testing has been completed by vendor but prior to any use of the system. Vendor shall ensure that system meets or exceed performance specifications as per manufacturer criteria. The vendor shall be responsible for properly performing all setup of equipment and all assembly.</p> <p>Insurance Requirement</p> <p>The successful vendor will, at its sole cost and expense, acquire and maintain in effect during the period of the Agreement, general and professional liability insurance and any employee compensation insurance as may be required by the laws of the country in which the successful vendor is organized.</p> <p>Bidders shall submit a copy of insurance certificate with bid response for review by System Office of Risk Management with bid response.</p>				
9	<p>Training</p> <p>Training shall include at least one (1) day on-site demonstration of the proper operating techniques of equipment ordered to at least two (2) individuals designated by the end user. This demonstration is to include basic training on the proper operation of the equipment installed.</p>	1	EA		
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10	<p>All training expenses must be included here-in. Additional charges will not be allowed to be added once an award is made.</p> <p>***** Installation and training are to be performed on the same day(s), where possible. *****</p> <p>Please quote any/all applicable Educational Discounts.</p> <p>Note To Bidders:</p> <p>Part Numbers indicated are Micromeritics Instruments or equivalent. If bidding other than specified, bidders shall provide detailed specifications and product literature on product offered. Failure to do so may result in the disqualification of your response.</p> <p>Payment Terms:</p> <p>100%, Net 30 - Upon Receipt, Completion of Installation and Acceptance</p> <p>Warranty Terms:</p> <p>Bidders shall quote warranty terms on equipment offered:</p> <p>----- -----</p>	1	EA		
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PLEASE SHOW RETURN ADDRESS OF FIRM.

Destination of Goods:

TEXAS A&M UNIVERSITY

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

DOHA, QATAR 00000
QATAR

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
	VENDOR'S TELEPHONE NO: - -				
	VENDOR'S FAX NO: - -				
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

**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 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 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 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. 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 113.6 (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 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 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: _____

- 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.

11. NOTE TO BIDDERS - Any terms and conditions attached to a bid will not be considered unless the bidder specifically refers to them on the front of this bid form.

WARNING: Such terms and conditions may result in disqualification of the bid, (e.g. bids with the laws of a State other than Texas, requirements for prepayment, limitations on remedies, etc.

12. PUBLIC INFORMATION ACT

Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act").

13. TEXAS FAMILY CODE SECTION 231.006

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

- (a) A child support obligor who is more than 30 days 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 vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be 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 vendor 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. ALTERNATIVE DISPUTE RESOLUTION

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

- (a) Vendor's claim for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Texas Government Code. To initiate the process, Vendor shall submit written notice, as required by subchapter B, to Phillip A. Ray, Assistant Vice President of Strategic Sourcing and Contract Administration. Said notice shall also be given to all other representatives of Texas A&M University and Vendor otherwise entitled to notice under the parties' contract. Compliance by Vendor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Texas Government Code.
- (b) The contested case process provided in Chapter 2260, subchapter C, of the Texas Government Code is Vendor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by Texas A&M University if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.
- (c) Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Ch. 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by Texas A&M University nor any conduct of any representative of Texas A&M University thereafter shall be considered a waiver of sovereign immunity to suit.
- (1) The submission, processing, and resolution of Vendor's claim is governed by the published rules as adopted by the Office of the Attorney General of the State of Texas pursuant to Chapter 2260 as currently effective, hereafter enacted or subsequently amended.
 - (2) Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of the performance by Vendor, in whole or in part.
 - (3) The designated individual responsible on behalf of Texas A&M University for examining any claim or counterclaim and conducting any negotiations related thereto, as required under 2260.052 of the Texas Government Code shall be Phillip A. Ray, Assistant Vice President of Strategic Sourcing and Contract Administration.