

**DIVISION OF FINANCE****Procurement Services****REQUEST FOR PROPOSAL****Purchase and Installation of Electric Dental Hand Pieces  
(EDHS) with associated attachments  
RFP Main 19-0014****PROPOSAL MUST BE RECEIVED BEFORE:****2:00 p.m. CST on March 26 , 2019****MAIL PROPOSAL TO:**

**Texas A&M University**  
Procurement Services  
P. O. Box 30013  
College Station, TX 77842-3013

**HAND DELIVER AND/OR EXPRESS MAIL TO:**

Texas A&M University  
Procurement Services  
Purchasing & Stores Building  
Agronomy Road  
1477 TAMU  
College Station, TX 77843-1477

Show RFP Number, Opening Date and Time on Return Envelope

**NOTE:** PROPOSAL must be time stamped at the **Texas A&M University Department of Procurement Services** before the hour and date specified for receipt of proposal.

Sealed proposals will be received until the date and time established for receipt.

**REFER INQUIRIES TO:**

Susan King, CTPM  
Buyer III  
Texas A&M University  
Procurement Services  
email: [sa-king@tamu.edu](mailto:sa-king@tamu.edu)

PO Box 30013  
College Station, TX 77842-3013  
Phone 979-845-4570  
Fax 979-845-3800

**NAEP**  
National Association of  
Educational Procurement

Purchasing & Stores Building  
Agronomy Road  
1477 TAMU  
College Station, TX 77843-1477

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**SECTION 1  
INTRODUCTION****1.1 Introduction**

Texas A&M University College of Dentistry, subsequently referred to as TAMCOD, is accepting proposals and intends to enter into an agreement with a vendor to for the purchase and installation of electric dental hand piece systems (EDHS) with associated attachments.

By submitting responses, each respondent certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of the work to be performed, the detailed requirements of the services to be provided, and the conditions under which the services are to be performed. Each respondent also certifies that it understands that all costs relating to preparing and responding to this RFP will be the sole responsibility of the Respondent.

**RESPONDENTS ARE CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.**

**1.2 Brief History and Current Organization**

As a distinguished resource for dental education in Texas for more than 100 years, Texas A&M College of Dentistry in Dallas is dedicated to combining higher education and research with community service.

The college opened its doors in 1905, was affiliated with Baylor University from 1918 to 1971 and spent the next 25 years as an independent, private institution.

In 1996, the college entered an entirely new era as a member of The Texas A&M University System. In 1999, the college became a founding member of the Texas A&M Health Science Center.

The college's current name, Texas A&M College of Dentistry, reflects the college's alliance with Texas A&M University, which occurred in 2013.

**1.3 Scope of Work**

The Texas A&M University College of Dentistry (TAMCOD) is issuing a request for proposals for the purchase and installation of electric dental hand piece systems (EDHS) with associated attachments. These are for use in their two pre-clinical laboratories, for integration into new A-dec dental units being purchased for installation in the new dental clinic education facility, and for integration into existing A-dec dental units currently in use at the dental college that will move to the new facility prior to opening in January, 2020. Installation should ensure integration of the EDHS components into the lab benches, simulators, and dental units in a manner that minimizes the amount of exposed tubing and wires. Pictures of your installations in any of the above applications that demonstrate this integration should be included with your proposal. The control device should be positioned in a location that is readily accessible and clearly visible from either the right-hand or the left-hand student sitting position. Hand piece motors and attachments shall have an identification bar code or space appropriate for placement of a dot label for tracking purposes. Installation will be required at Texas A&M College of Dentistry located at 3000 and 3302 Gaston Avenue in Dallas, Texas. Listed below are the individual components.

**1.1 Electric Motor Control:**

There must be an electric motor control (483 total) for each of the following:

- 107 student benchtop stations and 1 instructor benchtop station for preclinical lab room #30
  - 106 student simulators and 1 instructor simulator at the stations in preclinical lab room #5
  - 220 new A-dec 532 TRAD B-Style Delivery Systems currently under contract to be installed at the new dental clinic education facility in fall 2019
  - 48 current A-dec 532 TRAD Delivery Systems that will be moved to the new dental clinic education facility in fall 2019
1. The electric motor controls must operate the attachments in a forward and reverse direction.
  2. A direction button must enable the motor to change the direction.
  3. The control must include settings of speed, direction, gear ratio, torque and light intensity.
  4. The control must be capable of enabling the user to reset memory settings. Only one touch should be required to invoke a setting change.
  5. The controls must include a feature that enables an auto-reverse and auto-forward function for endodontic procedures.
  6. The programmable control unit must be fully integrated into the dental unit or made of a suitable material to enable disinfection when mounted external to the unit.

7. For clinic delivery systems and simulation lab systems, the motor control must be fully integrated into the dental unit, or easily accessible and located in close proximity to the dental hand piece position, the HVE hose, saliva ejector hose, and the air/water syringe.
8. For benchtop locations, the motor control must be easily accessible and located in the most convenient, unobtrusive location possible to allow unfettered use of the bench top for other lab projects.
9. It is desirable to have a foot controller to control motor speed in each installation. Clinic units should be controlled with the foot controller of the dental unit.

In addition to the above requirements, please include a statement outlining any additional features that make your product unique to others on the market for use in a large-scale clinic operation, in an educational setting, and/or in the hands of a student or resident dentist. (i.e. anti-heat protection, vibration minimization, etc...)

### **1.2 Electric Hand piece Motor:**

The order from TAMCOD will include 325 electric hand piece motors to include the following:

1. The micro motor must be lube-free, brushless, and sensor less and must be fully autoclavable without the need of any additional coverings or gaskets.
2. The motor must be capable of being autoclaved at 136 degrees C or 277 degrees F in compliance with ISO Standard 7785.
3. The motor must facilitate standard E-type attachments from any manufacturer as well as the shorter Micro Series attachments.
4. The motor (or the combination of the associated E-attachment) should provide a speed range of approximately 100-40,000 rpm and operate within a torque range of at least 2.8 Ncm.
5. The motor shall provide a constant torque over the full operating range.
6. The combined weight of the motor + high-speed attachment + tubing must not exceed 145 grams.
7. The overall motor length + high-speed attachment + hose connector must not exceed 180 mm.
8. The motor must convey light from the LED light source to the attachment.

In addition to the above requirements, please include a statement outlining any additional features that make your product unique to others on the market for use in a large-scale clinic operation, in an educational setting, and/or in the hands of a student or resident dentist. (i.e. anti-heat protection, vibration minimization, etc...)

### **1.3 E-Type Attachments:**

The order from TAMCOD will include 325 of each of the following E-type attachments. These attachments shall be constructed with either stainless steel or Titanium and must be fully autoclavable according to the same parameters as the motor stated in the previous paragraph. The high-speed attachment, the low-speed friction-grip attachment, and the low-speed latch attachment must have a push-button latch. Attachments should be color coded to differentiate between high and low-speed, and latch and friction grip.

#### **1.3A) High-speed Attachment**

The high-speed attachment will include the following characteristics:

1. The high-speed will have a gear ratio sufficient to increase speed of the high speed to at least 175,000 rpm.
2. The diameter of the head shall not exceed 10mm.
3. The head height shall not exceed 13.8mm.
4. The weight of the attachment shall not exceed 72 grams.
5. The maximum speed range of the attachment shall be 200,000 rpm.
6. The head of the contra-angle shall balance the weight across both the hand piece and motor to achieve a perfect balance that reduces gravitational pull and reduces hand fatigue.
7. The high-speed shall use friction-grip burs.
8. The attachment shall be fitted with solid glass rod technology for the transfer of light to diffuse light with no shadow.
9. The attachment must have at least a four-port water spray.

In addition to the above requirements, please include a statement outlining any additional features that make your product unique to others on the market for use in a large-scale clinic operation, in an educational setting, and/or in the hands of a student or resident dentist. (i.e. anti-heat protection, vibration minimization, etc...)

1.3B) Low-speed Latch Attachment (Optional if required to perform stated characteristics) The low-speed latch attachment will include the following characteristics:

1. The latch attachment shall have a 1:1 gear ratio.
2. The diameter of the head shall not exceed 9.6mm.
3. The head height shall not exceed 13.8mm.
4. The weight of the attachment shall not exceed 70 grams.
5. The maximum speed of the attachment shall be 40,000 rpm.
6. The head of the contra-angle shall balance the weight across both the hand piece and motor to achieve a perfect balance that reduces gravitational pull and reduced hand fatigue.
7. The attachment shall use latch-grip burs.
8. The attachment shall be fitted with solid glass rod technology for the transfer of light to diffuse light with no shadow.
9. The attachment must have a water spray port.

In addition to the above requirements, please include a statement outlining any additional features that make your product unique to others on the market for use in a large-scale clinic operation, in an educational setting, and/or in the hands of a student or resident dentist. (i.e. anti-heat protection, vibration minimization, etc...)

1.3C) Low-speed Friction-grip Attachment (Optional if required to perform stated characteristics) The low-speed friction-grip attachment will include the following characteristics:

1. The attachment shall have a 1:1 gear ratio.
2. The diameter of the head shall not exceed 10 mm.
3. The head height shall not exceed 16 mm.
4. The weight of the attachment shall not exceed 70 grams.
5. The maximum speed of the attachment shall be 40,000 rpm.
6. The head of the contra-angle shall balance the weight across the hand piece and the motor to achieve a perfect balance that reduces gravitational pull and reduces hand fatigue.
7. The attachment shall use friction-grip burs.
8. The attachment shall be fitted with solid glass rod technology for the transfer of light to diffuse light with no shadow.
9. The attachment must have a water spray port.

In addition to the above requirements, please include a statement outlining any additional features that make your product unique to others on the market for use in a large-scale clinic operation, in an educational setting, and/or in the hands of a student or resident dentist. (i.e. anti-heat protection, vibration minimization, etc...)

1.3D) Low-speed Straight Attachment

The low-speed straight attachment will include the following characteristics:

1. The attachment shall have a 1:1 gear ratio.
2. The attachment shall use lab type burs, wheels and discs.

In addition to the above requirements, please include a statement outlining any additional features that make your product unique to others on the market for use in a large-scale clinic operation, in an educational setting, and/or in the hands of a student or resident dentist. (i.e. anti-heat protection, vibration minimization, etc...)

1.3E) Prophy Angle Attachment (Optional if required to perform stated characteristics)

The EDHP system must have the capability, either through the use of an additional attachment or through simple method, to reduce gear ratio to 4:1 or speed to equivalent in order to accept disposable prophy angles. Please include this attachment, or provide a description of your system's capability in this regard.

**Installation:** Factory authorized personnel shall complete the installation of the 213 pre-clinical lab applications during a mutually agreed upon schedule, but not later than start of Fall Session for the TAMCOD in August, 2019. Factory authorized personnel shall complete the installation of the 48 existing A-dec 532 TRAD Delivery System applications prior to moving to the new dental clinic education facility in December, 2019. Factory authorized personnel shall complete the installation of the 220 new A-dec 532 TRAD B-style Delivery System applications according to a mutually agreed upon schedule between the CMAR (Vaughn Construction) and installation of the new delivery systems by A-dec beginning mid-August 2019, but no later than substantial completion of the facility in December, 2019.

**Training:** A local company representative shall provide training to faculty, students, and support personnel within 30 days of installation in the proper use and maintenance of the EDHS and its components.

**Repairs:** The company shall provide training at no cost to two dental college repair technicians on all aspects of repair, operation and maintenance. During the warranty period, the company will provide the dental college with repair tools and systems and consignment inventory of parts at no cost to the college to complete basic repairs at the college. For repairs unable to be completed onsite, the company will provide shipping labels and containers at no charge.

**Loaner Stock:** The company will provide 10% loaner stock for each motor, high-speed attachment, low-speed attachments, prophyl attachments, and straight nose cone attachment at no charge.

**Warranty:** A four-year warranty shall cover all parts and labor from defects and normal wear. The warranty Period will begin at the date of installation on lab bench applications.  
The warranty period will begin at first date of use (1/1/2020) for all clinic applications.  
The warranty shall also cover shipping costs.

The winning proposal will be selected by a college committee after consideration of required characteristics of each component, total package cost, company's reputation for warranty service, system potential to be upgraded for future technology, and degree of installation integration esthetics.

#### 1.4 Award

Any agreement resulting from this RFP will be awarded all or none. No multiple awards will be made.

#### 1.5 Schedule of Events

The review and approval of RFPs is a multi-step process that requires variable amounts of time.

**Responders are advised that the projected "Formal Execution of Agreement" date as listed in the "Tentative Timetable" may require extension.**

##### **Tentative Timetable**

Deadline for Receipt of vendor Questions .....	March 12, 2019 @ 2:00 p.m. CST
Addendum for Vendor Questions.....	March 14, 2019 @ 2:00 p.m. CST
<b>RFP due .....</b>	<b>March 26, 2019 @ 2:00 p.m. CST</b>
RFP Review by College of Dentistry .....	April 2019
Award of RFP NLT .....	April 25, 2019

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**SECTION 2  
REQUIREMENTS****2.1 Technical Proposal**

Provide a detailed plan on how you propose to provide and install required equipment at Texas A&M College of Dentistry. The proposal should be focused on your understanding of Texas A&M's current environment, the introduction and scope of work described in Section 1.3, and the specifications listed in Section 2. Your response shall include:

**2.1.1 Vendor Requirements**

- 2.1.1.1 Summarize why the Respondent is the best firm to undertake the scope of work.
- 2.1.1.2 Provide details of the qualifications of the individual(s) or firm proposing to provide the services outlined within

**2.2 References**

Respondents shall provide a list of at least three (3) references of companies that have conducted business with proposer within the last two (2) years. References shall include Company Name, Contact Person, Company Address, Telephone & Fax Number and Email Address. Texas A&M University reserves the right to contact these references to verify the proposer's ability to perform these services. A negative reference may be grounds for the disqualification of your proposal.



### SECTION 3 GENERAL INFORMATION

#### 3.1 Submittal Deadline and Location

3.1.1 All responses must be received by Texas A&M no later than **Tuesday, March 26, 2019 @ 2:00 p.m. CST**

3.1.2 Responses are to be submitted to:

**U. S. POSTAL SERVICE:**

**Texas A&M University**  
Procurement Services  
P. O. Box 30013  
College Station, TX 77842-3013

**HAND DELIVER AND/OR  
EXPRESS MAIL TO:**

Texas A&M University  
Procurement Services  
Agronomy Road  
College Station, TX 77843-1477

**Late responses properly identified will be returned to Respondent unopened. Late responses will not be considered under any circumstances.**

#### 3.2 Submittal Instructions

3.2.1 Proposals including Execution of Office (Section 6) must be signed by Respondent's company official authorized to commit such proposals. Failure to sign the Execution of Offer may be basis for proposal disqualification.

3.2.2 **One (1) hard copy originals and one (1) virus free CD ROM or USB Drive** of the complete proposal response is required.

All electronic copies must either be in **Microsoft Office software or Adobe Portable Document Format (PDF)**. All image files must be in one of the following formats: .jpg, .gif, .bmp, or .tif. We prefer image files to already be inserted as part of a document such as a PDF. Individual image files on the CD must be clearly named and referenced in your proposal response

**NOTE:** The original signature on ONE (1) hard copy will serve as the official signature of record for all CD copies.

Please create a text file in your root directory titled "table of contents.txt" that contains a brief explanation of the files and their layout found on the disc.

3.2.3 An unreadable electronic copy due to incorrect format may reflect negatively on your proposal. If your company is unable to provide an electronic copy in the requested format, then submit two (2) hard copies (1 original and one (1) hard copy)

3.2.4 Proposal package (box/carton) must indicate on the lower left-hand corner the submitter's company name, the proposal opening date, and RFP number.

3.2.5 Telephone and/or facsimile (Fax) responses to this RFP are not acceptable.

#### 3.3 Texas A&M Contacts

All questions must be sent by email to:

Susan King, CTPM  
Buyer III  
[sa-king@tamu.edu](mailto:sa-king@tamu.edu)

Texas A&M specifically requests that Respondents restrict all contact and questions regarding this RFP to the above named individuals. **Deadline for questions is Tuesday, March 12, 2019 @ 2:00 p.m. CST.**

#### 3.4 Inquiries and Interpretations

Responses to inquiries which directly affect an interpretation or change to this RFP will be issued in writing by addendum (amendment) and e-mailed, faxed or mailed to all parties recorded by Texas A&M as having received a copy of the RFP. All such addenda issued by Texas A&M prior to the time that proposals are received shall be considered part of the RFP, and the Respondent shall consider and acknowledge receipt of such in their proposal.

Only those Texas A&M replied to inquiries which are made by formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect.

### 3.5 Electronic State Business Daily Website

It is the responsibility of interested vendors to regularly check the ESD for any possible addenda to this project. The RFP is inclusive of all addenda issued.

<http://esbd.cpa.state.tx.us/>

### 3.6 Open Records

Texas A&M considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (Texas Government code, Chapter 552) after an agreement is awarded.

Respondents are hereby notified that Texas A&M strictly adheres to all Statutes, court decisions and the opinions of the Texas Attorney General regarding the disclosure of RFP information.

### 3.7 Terms and Conditions

The Terms and Conditions (ref. Section 4) shall govern any Agreement issued as a result of this solicitation RFP.

Additional or attached terms and conditions which are determined to be unacceptable to Texas A&M may result in the disqualification of your proposal. Examples include, but are not limited to, liability for payment of taxes, subjugation to the laws of another State, and limitations on remedies.

### 3.8 Proposal Components

The following documents are to be returned as part of your proposal submittal:

- ✓ Signed Execution of Offer (See Section 6)
- ✓ References (See Section 2.2)
- ✓ Technical Proposal (See Section 2)
- ✓ Certificate of Insurance (See Section 5.2)
- ✓ HUB Subcontracting Plan (See Section 5.6)
- ✓ Respondent's Questionnaire (See Section 7)
- ✓ Non-Collusion Affidavit (See Section 10)
- ✓ **One (1) original copies and one (1) virus free CD ROM or USB Drive copy (See Section 3.2.2)**

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## SECTION 4 GENERAL TERMS AND CONDITIONS

### 4.1 General

These General Terms and Conditions shall be made a part of and govern any Agreement/Purchase Orders resulting from this Request for Proposal.

Each response should be prepared simply and economically, providing a straightforward and concise description of Respondent's ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content and responsiveness to the offer requirements.

**Texas A&M University (Texas A&M) reserves the right to accept or reject any or all offers, to waive informalities and technicalities, to accept the offer considered most advantageous and award based on "Best Value". Additionally, all respondents are hereby notified that Texas A&M shall consider all factors it believes to be relevant in the determination of the "Best Value" including, but not limited to: past experience, references, proposal, and price. Texas A&M's decision is final.**

Responses are to be valid for a minimum of 180 days from the submittal deadline date to allow time for evaluation, selection, and any unforeseen delays.

### 4.2 Final Review and Approval

Failure to comply with the requirements contained in this Request for Proposal may result in the rejection of the proposal.

The vendor agrees to protect the State from claims involving infringement of patents or copyrights.

The vendor hereby assigns to purchaser, any and all claims for overcharges associated with any contract resulting from this RFP 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, Texas Business and Commercial Code Ann. Sec. 15.01, et seq. (1967).

Questions should be directed to the Texas A&M Purchasing official identified in Section 3.3 of this Request for Proposal.

Proposals and any other information submitted by Respondent in response to this Request for Proposal shall become the property of Texas A&M.

Texas A&M will not provide compensation to Respondents for any expenses incurred by the Respondent(s) for proposal preparation, product evaluations or demonstrations that may be made, unless otherwise expressly indicated.

Proposals which are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to disqualification by Texas A&M at its option.

### 4.3 Definitions

Whenever the following terms are used in these General Terms and Conditions or in other documents the intent and meaning shall be interpreted as follows:

RFP shall mean Request for Proposal.

Proposal shall mean Respondents offer

Texas A&M shall mean Texas A&M University and other system parts.

Respondent shall mean the individual, partnership, corporation, or other entity responding to this RFP.

Vendor shall mean the individual, partnership, corporation, or other entity awarded an agreement for labor or for equipment & supplies under this RFP in accordance with the terms, conditions, and requirements herein.

Agreement shall mean an agreement, documented by written instrument, between Texas A&M and the successful respondent to provide products/services as requested to Texas A&M in College Station, Texas.

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**4.4 Time of Performance**

Time is of the essence in the rendering of services. Seller agrees to perform all obligations and render services set forth per this proposal.

**4.5 Default**

In the event that the Vendor fails to carry out or comply with any of the terms and conditions of the agreement with Texas A&M, Texas A&M may notify the Vendor of such failure or default in writing and demand that the failure or default be remedied within ten (10) days; and in the event that the Seller fails to remedy such failure or default within the ten (10) day period, Texas A&M shall have the right to cancel the agreement upon thirty (30) days written notice.

The cancellation of the Agreement, under any circumstances whatsoever, shall not effect or relieve Vendor from any obligation or liability that may have been incurred or will be incurred pursuant to the agreement and such cancellation by Texas A&M shall not limit any other right or remedy available to Texas A&M at law or in equity.

**4.6 Termination****4.6.1. For Convenience:**

The agreement may be terminated, without penalty, by Texas A&M without cause by giving thirty (30) days written notice of such termination to the seller.

4.6.2. In no event shall such termination by Texas A&M as provided for under this Section give rise to any liability on the part of Texas A&M including, but not limited to, claims of Vendor for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing. Texas A&M's sole obligation hereunder is to pay Vendor for products and/or services ordered and received prior to the date of termination.

4.6.3. Texas A&M reserves the right to immediate cancellation, without penalty, due to non-performance

**4.7 Agreement Amendments**

No modification or amendment to the agreement shall become valid unless in writing and signed by both parties. All correspondence regarding modifications or amendments to the agreement must be forwarded to the Texas A&M Purchasing Department for prior review and approval. Only the contract administrator within Strategic Sourcing & Purchasing Services or his/her designee will be authorized to sign changes or amendments.

**4.8 Independent Vendor Status**

Vendor agrees that Vendor and Vendor's employees and agents have no employer-employee relationship with Texas A&M. Texas A&M shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, federal or state unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will Texas A&M furnish any medical or retirement benefits or any paid vacation or sick leave.

**4.9 Right to Audit**

At any time during the term of this agreement and for a period of four (4) years thereafter Texas A&M or duly authorized audit representative of Texas A&M, or the Texas A&M University System, at its expense and at reasonable times, reserves the right to incrementally audit Vendor's records and manufacturer's pricing relevant to all pricing provided under this agreement. In the event such an audit by Texas A&M reveals any errors/overpayments by Texas A&M, Vendor's shall refund Texas A&M the full amount of such overpayments within thirty (30) days of such audit findings, or Texas A&M at its option, reserves the right to deduct such amounts owing Texas A&M from any payments due Vendor..

**4.10 Sales and Use Tax**

Texas A&M, as an agency of the State of Texas, qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provisions of the Texas Limited Sales, Excise, and Use Tax Act. The Seller may claim exemption from payment of applicable State taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts.

**4.11 Observance of Texas A&M Rules and Regulations**

Vendor agrees that at all times its employees will observe and comply with all regulations of the University, including but not limited to parking and security regulations.

**4.12 Non-Disclosure**

Vendor and Texas A&M acknowledge that they or their employees may, in the performance of the resultant agreement come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organizations, whether or not directly or indirectly affiliated with Seller or Texas A&M unless required by law.

**4.13 Publicity**

Vendor agrees that it shall not publicize this agreement or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of Texas A&M's name in connection with any sales promotion or publicity event without the prior express written approval of Texas A&M.

**4.14 Severability**

If one or more provisions of the resultant agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of the agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

**4.15 Non-Waiver of Defaults**

Any failure of Texas A&M at any time, to enforce or require the strict keeping and performance of any of the terms and conditions of this agreement shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of Texas A&M at any time to avail itself of same.

**4.16 Governing Law**

This agreement shall be construed and governed by the laws of the State of Texas.

**4.17 Intellectual Property**

Pursuant to the Agreement, the University will license specified uses of certain of its intellectual property and assets during the Term of the Agreement, as contemplated herein. However, Texas A&M shall, in all cases, retain exclusive ownership of any and all such intellectual property and assets, including any and all derivative property and assets developed during the Term of the Agreement. The Proposer shall acknowledge Texas A&M's ownership of its intellectual property in the Agreement and shall agree to assign any and all such intellectual property to Texas A&M at the expiration or termination of the Agreement, if requested by Texas A&M.

## **SECTION 5 CONTRACTUAL REQUIREMENTS**

### **5.1 Texas Public Information Act**

All information, documentation and other material submitted by Respondent under this proposal is subject to public disclosure under the Texas Open Records Act (Texas Government Code, Chapter 552). Respondent is hereby notified that Texas A&M strictly adheres to this statute and the interpretations thereof rendered by the Courts and Texas Attorney General. Respondent shall be deemed to have knowledge of this law and how to protect the legitimate interests of the contractor.

### **5.2 Insurance Requirements**

- 5.2.1. The successful vendor will be required per the indicated requirements (Appendix A) to provide proof of insurance prior to beginning any work on the campus of Texas A&M University. The vendor will be held strictly liable for any damages to Texas A&M University property occurring during any installation.
- 5.2.2. Vendor shall not commence work until all the insurance specified hereunder has been obtained and certificates of such insurance have been filed with and accepted by Texas A&M University. Insurance coverage shall provide for a thirty day notice of cancellation or material change to the policy coverage and/or limits and the certificate of insurance enforce must include a notice that the policy or policies do contain these provision. Acceptance of insurance certificates by Texas A&M University shall not relieve or decrease the liability of the vendor. Unless otherwise specified, the vendor shall provide and maintain, until the work included in this Request for Proposal is completed an accepted by Texas A&M University.
- 5.2.3. Certificates of Insurance must be delivered or mailed to:  
Texas A&M University  
Procurement Services  
Attn: Susan King  
P.O. Box 30013  
College Station, TX 77842-3013.

### **5.3 Indemnification**

Vendor agrees to indemnify and hold the State of Texas, the Board of Regents of Texas A&M University System, Texas A&M, their officers, employees, and agents (the Indemnified Parties) harmless from and indemnify each against any and all liabilities, actions, damages, suits, proceedings, judgments, and costs (excluding attorney's fees) for claims resulting from the acts or omissions of Seller or the acts or omissions of others under Seller's supervision and control.

### **5.4 Other Benefits**

It is understood and agreed that no benefits, payments or considerations received by vendor for the performance of services associated with and pertinent to the resultant agreement shall accrue, directly or indirectly, to any employees, elected or appointed officers or representatives, or any other person identified as agents of, or who are by definition an employee of the State.

### **5.5 Alternative Dispute Resolution**

The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Owner and Company to attempt to resolve any claim for breach of contract made by Company that cannot be resolved in the ordinary course of business. Company shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer, Texas A&M University, who shall examine Company's claim and any counterclaim and negotiate with Company in an effort to resolve the claim.

### **5.6 HUB Subcontracting Plan (HSP)**

It is the policy of the State of Texas and Texas A&M University (Texas A&M) to encourage the use of Historically Underutilized Businesses (HUBs) in our prime contracts, subcontractors, and purchasing transactions. The goal of the HUB Program is to promote equal access and equal opportunity in TAMU contracting and purchasing.

Subcontracting opportunities are anticipated for this Invitation for Bid/Request for Proposal and therefore a HUB Subcontracting Plan (HSP) is required. Failure to submit a comprehensive, acceptable HSP will be considered a material failure to comply with the requirements of the Invitation for Bid/Request for Proposal and will result in rejection of the submittal. The HUB Subcontracting Plan shall be submitted with the Invitation for Bid/Request for Proposal response by the date and time specified.

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For information regarding the HUB Subcontracting Plan requirements, please contact Robby Bounds, CTPM, C.P.M. at 979-845-4534 or via email at [rbounds@tamu.edu](mailto:rbounds@tamu.edu). Documents attached are the State of Texas HUB Subcontracting Plan form, HSP Quick Checklist, and Prime Contractor Progress Assessment Report (PAR) form. The State of Texas HSP forms can also be found at the following site: <http://www.window.state.tx.us/procurement/prog/hub/hub-forms>

#### **5.7 Billing Resolutions**

In the case of a problem on a disputed invoice or charge, the Respondent will provide necessary information, i.e. duplicate invoice, shipping information and proof of delivery at no extra charge to Texas A&M within 5 business days of request. All credit memos will reflect the purchase order number and the original invoice number in which charge was initiated.

#### **5.8 Payment**

Payment schedule to be agreed upon prior to formal execution of agreement.

Payment shall be made within thirty (30) days after acceptance of goods and/or services and receipt of invoice, whichever is later, and according to the agreed upon schedule. 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.

Texas A&M may withhold any moneys claimed to be due by the Respondent until the terms of the Agreement have been fulfilled and the work of the Respondent has been accepted.

**SECTION 6****EXECUTION OF OFFER****RFP TAMUHSC 19-0014 Purchase and Installation of Electric Dental Hand Pieces**

In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services at the prices quoted.

**6.1 Proposer Affirmation**

Signing this proposal with a false statement is a material breach of contract and shall void the submitted proposal or any resulting contracts, and the proposer may be removed from all proposal lists. By signature hereon affixed, the proposer hereby certifies that:

- 6.1.1. The proposer 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 proposal.
- 6.1.2. The proposer is not currently delinquent in the payment of any franchise tax owed the State of Texas.
- 6.1.3. Pursuant to Section 2155.004 Government Code, relating to collection of state and local sales and use taxes, the proposer certifies that the individual or business entity named in this proposal 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.
- 6.1.4. Neither the proposer nor the firm, corporation, partnership or institution represented by the proposer, 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 proposal made to any competitor or any other person engaged in such line of business.
- 6.1.5. The proposer has not received compensation for participation in the preparation of the specifications for this Invitation for Proposal.
- 6.1.6. The proposer 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 proposer or any agent, employee, sub-Contractor, or proposer of proposer in the execution or performance of this purchase order.
- 6.1.7. Proposer 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.
- 6.1.8. Proposer 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, proposer will complete the following information in order for the proposal to be evaluated:

Name of Former Executive: \_\_\_\_\_

Name of State Agency: \_\_\_\_\_

Date of Separation from State Agency: \_\_\_\_\_

Position with Proposer: \_\_\_\_\_

Date of Employment with Proposer: \_\_\_\_\_

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

**6.2 Texas Family Code Section 231.006****Ineligibility to Receive State Grants or Loans, or Receive Proposals or Payments on State Contracts.**

- 6.2.1. 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:
  - 6.2.1.1. receive payments from state funds under a contract to provide property, materials, or services: or
  - 6.2.1.2. receive a state-funded grant or loan.
- 6.2.2. A child support obligor or business entity ineligible to receive payments under Subsection (a) remains ineligible until:
  - 6.2.2.1. all arrearages have been paid; or
  - 6.2.2.2. the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.
- 6.2.3. Pursuant to Section 231.006 (c), Family Code, proposal should include name and Social Security number of each person with at least 25% ownership of the business entity submitting the proposal. Proposers that have pre-registered this information on the GSC Centralized Master Proposers List have satisfied this requirement. If not pre-registered, attach name & social security number for each person. Otherwise this information must be provided prior to contract award.
- 6.2.4. "Pursuant to Section 231.006, Family Code, re: child support, the proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."
- 6.2.5. If a state agency determines that an individual or business entity holding a state contract is ineligible to receive payment under Section (a) the contract may be terminated.
- 6.2.6. 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.

Added by Acts 1995, 74<sup>th</sup> Leg., ch. 20, Sec. 1, eff. April 20, 1995. Amended by Acts 1995, 74<sup>th</sup> Leg., ch. 751, Sec. 82, eff. Sept. 1, 1995.



**EXECUTION OF OFFER**

(continued)

**6.3 Substitute W-9**

Texas A&M University requires all companies and individuals (not employees or students) to have a Substitute W-9 form on file. This form is needed for IRS compliance.

Step 1: You can obtain the Substitute W-9 form from the Texas A&M University Financial Management Services website at: <https://fmo.tamu.edu/media/395081/substitutew9.pdf>

Step 2: Vendor must fill out the form completely and mail the original to:

Texas A&M University  
Financial Management Services  
Accounts Payable  
6000 TAMU  
College Station, TX. 77843-6000

**6.4 Direct Deposit**

All vendors are encouraged to sign up for direct deposit. The direct deposit form is located at: <https://fmo.tamu.edu/media/395081/substitutew9.pdf>

**6.5 Signature**

Proposal should give Payee Identification Number (PIN) (Formerly Vendor ID), full firm name and address of proposer (enter in block provided if not shown). Failure to manually sign proposal will disqualify it. The person signing the proposal should show title or authority to bind his/her firm in contract. The Payee Identification 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 Execution of Offer.

This offer consists of pages number (1) through

Payee Identification Number (PIN): \_\_\_\_\_

Sole Owner should also enter social security No.: \_\_\_\_\_

Proposer/Company: \_\_\_\_\_

**Signature (INK):** \_\_\_\_\_

Name (Typed/Printed): \_\_\_\_\_

Title: \_\_\_\_\_

Street: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

E-mail: \_\_\_\_\_

Other preferences as defined in TAC Title 34, Part 1, Chapter 20, Subchapter C Rule 20.38 (check any that are applicable)

- ☐ 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
- ☐ 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

**THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S PROPOSAL. FAILURE TO SIGN AND RETURN THIS SHEET WILL RESULT IN THE REJECTION OF YOUR PROPOSAL.**

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**SECTION 7**  
**RESPONDENT'S QUESTIONNAIRE/COMPANY EXPERIENCE**

The Respondent recognizes that in selecting a supplier, Texas A&M will rely, in part, on the answers provided in response to this Section 7. Accordingly, Respondent warrants to the best of its knowledge that all responses are true, correct and complete. Texas A&M reserves the right to contact each and every reference listed below and shall be free from any liability to respondent for conducting such inquiry.

**7.1 Company Profile**

a. Number of Years in Business: \_\_\_\_\_

Type of Operation: Individual\_\_\_\_\_ Partnership\_\_\_\_\_ Corporation\_\_\_\_\_ Government\_\_\_\_\_

*Number of Employees:* \_\_\_\_\_(*company wide*)

*Number of Employees:* \_\_\_\_\_(*servicing location*)

b. Provide any details of all past or pending litigation or claims filed against your company that would negatively impact your company's performance under an agreement with Texas A&M.

c. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If yes, specify date(s), details, circumstances, and prospects for resolution.

## **SECTION 8 PRICING**

### **8.1 Pricing**

Proposals to indicate the prices of equipment, installation and any other applicable fees.

## SECTION 9 EVALUATION CRITERIA FOR AWARD

### EVALUATION CRITERIA FOR AWARD

#### 9.1 Evaluation Information

Texas A&M University will utilize an evaluation team for the evaluation of this RFP. Texas A&M University will evaluate and make the award on the proposal that is determined to be the “Best Value” to the State based on, but not limited to the criteria listed above.

All proposals must be complete and convey all of the information requested to be considered responsive. If the proposal fails to conform to the essential requirements of the RFP, Texas A&M alone will determine whether the variance is significant enough to consider the proposal susceptible to being made acceptable and therefore a candidate for further consideration, or not susceptible to being made acceptable and therefore not considered for award.

By submitting a proposal, Respondent acknowledges and accepts [a] the evaluation process, [b] the evaluation factors listed in the RFP Questionnaire, [c] the scope of this engagement (**Section 1**), [d] the terms and conditions of the Agreement (**Section 4**), [e] all other requirements and specifications set forth in this RFP, and [e] that some subjective judgments must be made by the University during this RFP process.

Should Texas A&M be unable to agree on final Agreement terms and conditions with the highest ranked proposer, a Texas A&M representative(s) will then negotiate with the second-ranked proposer or reissue the same or modified version of this RFP.

**Texas A&M University reserves the right to reject any and all proposals.**

#### 9.2 Demonstration/Presentation

During evaluation, Texas A&M may request an on-site demonstration/presentation of proposer(s). The team may consider the demonstration/presentation in the evaluation criteria. The purpose of the on-site demonstration/presentations is for clarification or to amplify the materials presented in any part of your submission. However, vendors are cautioned that the evaluators are not required to request clarification; therefore, all submissions should be complete and reflect the most favorable terms available from the offer.

#### 9.3 Evaluation Criteria and Weights

Each proposal shall be evaluated on the ability to meet the university’s minimum requirements set forth in this RFP and to provide the best value to the University. The minimum, but not exhaustive, criteria to be considered is:

<b>Evaluation Criteria</b>	
Demonstrated ability to meet Vendor Requirements	20 %
Dependability/Reliability of equipment proposed	30 %
Pricing	20 %
References	10 %
Demonstrated evidence of vendor’s experience in providing services on other projects of similar size, SOW 1.3 and 2.1	20 %
<b>TOTAL POINTS</b>	<b>100 %</b>

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**SECTION 10**  
**NON-COLLUSION AFFIDAVIT**

The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing Proposal (such persons, firms and corporations hereinafter being referred to as the "RESPONDENT"), being duly sworn, on his or her oath, states that to the best of his or her belief and knowledge no person, firm or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing Proposal, has directly or indirectly entered into any agreement or arrangement with any other RESPONDENTS, or with any official of TEXAS A&M or any employee thereof, or any person, firm or corporation under contract with TEXAS A&M whereby the RESPONDENT, in order to induce acceptance of the foregoing Proposal by said TEXAS A&M, has paid or is to pay to any other RESPONDENT or to any of the aforementioned persons anything of value whatever, and that the RESPONDENT has not, directly or indirectly entered into any arrangement or agreement with any other RESPONDENT or RESPONDENTS which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing Proposal.

The RESPONDENT hereby certifies that neither it, its officers, partners, owners, providers, representatives, employees and parties in interest, including the affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other RESPONDENT, potential RESPONDENT, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from bidding, to manipulate or ascertain the price(s) of other RESPONDENTS or potential RESPONDENTS, or to obtain through any unlawful act an advantage over other RESPONDENTS or TEXAS A&M.

The prices submitted herein have been arrived at in an entirely independent and lawful manner by the RESPONDENT without consultation with other RESPONDENTS or potential RESPONDENTS or foreknowledge of the prices to be submitted in response to this solicitation by other RESPONDENTS or potential RESPONDENTS on the part of the RESPONDENT, its officers, partners, owners, providers, representatives, employees or parties in interest, including the affiant.

**CONFLICT OF INTEREST**

The undersigned RESPONDENT and each person signing on behalf of the RESPONDENT certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of TEXAS A&M, nor any employee, or person, whose salary is payable in whole or in part by TEXAS A&M, has a direct or indirect financial interest in the award of this Proposal, or in the services to which this Proposal relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein.

Signature \_\_\_\_\_

Respondent Name \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 2014.

Notary Public in and for the County of \_\_\_\_\_, State of

\_\_\_\_\_. My commission expires: \_\_\_\_\_

**AFFIDAVIT MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S PROPOSAL. FAILURE TO SIGN AND RETURN THIS SHEET MAY RESULT IN THE REJECTION OF YOUR PROPOSAL.**

## Appendix A – Insurance Requirements

[Vendor] shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to Texas A&M University. By requiring such minimum insurance, the Owner shall not be deemed or construed to have assessed the risk that may be applicable to [Vendor] under this Agreement. [Vendor] shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. [Vendor] is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to Texas A&M University at least ten days before the effective date of the cancellation.

### Insurance:

<u>Coverage</u>	<u>Limit</u>
<b>A. <u>Worker's Compensation</u></b>	
Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident
	\$1,000,000 Disease/Employee
	\$1,000,000 Disease/Policy Limit

Workers' Compensation policy must include under Item 3.A. on the information page of the workers' compensation policy the state in which work is to be performed for Texas A&M University. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted

### **B. Automobile Liability**

Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage;

### **C. Commercial General Liability**

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$300,000
Medical Payments	\$5,000

The required commercial general liability policy will be issued on a form that insures [Vendor's] or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

### **Additional Endorsements**

The Auto and Commercial General Liability Policies shall name the Texas A&M University System Board of Regents for and on behalf of The Texas A&M University System and the Texas A&M University as additional insured's.

**D. [Vendor] will deliver to Texas A&M University:**

Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by [Vendor] under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

All insurance policies, with the exception of worker's compensation and employer's liability will be endorsed and name The Board of Regents for and on behalf of The Texas A&M University System, The Texas A&M University System and Texas A&M University as Additional Insured up to the actual liability limits of the policies maintained by [Vendor]. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage. The Commercial General Liability Additional Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.

All insurance policies will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System, The Texas A&M University System and Texas A&M University. No policy will be canceled without unconditional written notice to Texas A&M University at least ten days before the effective date of the cancellation. All insurance policies will be endorsed to require the insurance carrier providing coverage to send notice to Texas A&M University ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required in this section.

Any deductible or self-insured retention must be declared to and approved by Texas A&M University prior to the performance of any services by [Vendor] under this Agreement. [Vendor] is responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed, faxed, or emailed to the following Texas A&M University contact:

Name:

Address:

Facsimile Number:

Email Address:

The insurance coverage required by this Agreement will be kept in force until all services have been fully performed and accepted by Texas A&M University in writing.

**Attachment A – HUB Subcontracting Plan****The HUB Subcontracting Plan****Pages 1-10**

All respondents are required to return a HUB Subcontracting Plan with their proposal. Failure to return a HUB Plan or if HUB Plan is not approved, your entire response will be disqualified.

**Helpful Contacts:**

Robby Bounds, CTPM, C.P.M, Director

[rbounds@tamu.edu](mailto:rbounds@tamu.edu)

979-845-4534

Patty Winkler, C.P.M., Assistant Director

[p-winkler@tamu.edu](mailto:p-winkler@tamu.edu)

979-845-4556