

DIVISION OF FINANCE**Procurement Services****REQUEST FOR PROPOSAL****Flow Cytometry Program****TAMHSC RFP 20-0026****PROPOSAL MUST BE RECEIVED BEFORE:****2:00 p.m. CDT Wednesday, June 3, 2020****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

Texas A&M University
Procurement Services
email: sa-king@tamu.edu

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SECTION 1 INTRODUCTION

1.1 Introduction

The Texas A&M Institute of Biosciences and Technology is creating a new multi-institutional core facility, the Gulf Coast Consortium (GCC) High-throughput Flow Cytometry Program (HtFCP) that will be equipped with a specialized high-throughput flow cytometer and staffed by experts in high-throughput drug discovery research. The HtFCP will support researchers in the screening very large libraries of drugs and experimental agents for cancer therapeutic activity. Texas A&M Institute of Biosciences and Technology, subsequently referred to as IBT, is seeking proposals and intends to enter into an agreement with a qualified vendor to provide an automated and integrated high throughput flow cytometry solution that is capable of meeting the research goals of the core by providing storage for samples contained in multiwell plates or vials, prepare those samples for analysis, and deliver those samples to a high throughput flow cytometer for analysis.

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

From cancer and heart failure to bacterial infections and birth defects, researchers at the Texas A&M Health Science Center Institute of Biosciences & Technology in Houston work to improve the quality of health care through innovative research and education. The institute is organized into [Centers of research](#) excellence in cancer, genomics and disease, developmental biology and birth defects, and infectious disease.

Established in 1986 in the Texas Medical Center – the world’s largest medical center – the institute was designed to foster creative research related to medicine, agriculture, animal sciences and engineering. With support from a U.S. Department of Agriculture grant and the generosity of philanthropists Albert and Margaret Alkek, IBT dedicated its home base in 1992 – the 11-story Albert B. Alkek Institute of Biosciences and Technology Building. Seven years later the institute became a founding component of the Texas A&M Health Science Center. In 2012 the IBT became a member of the Gulf Coast Consortium for Innovative Drug Discovery and Development.

The **mission** of the IBT is to perform innovative translational biomedical research and to transfer discoveries to the classroom, clinic, and the marketplace.

Rationale for Establishing a New High Throughput Flow Cytometry Core Facility

Flow cytometry is the method of choice for research that requires high-resolution, quantitative, multiplexed readouts derived from large numbers of individual cells in complex heterogeneous assay systems. It plays an important role in both immuno-oncology and leukemia / lymphoma research because it is ideally suited to studies with non-adherent cells and also studies that require co-cultures of tumor cells with a variety of different effector cell types (immune cells, stroma and stem cell populations, etc). The feasibility of using flow cytometry for large-scale library screening research has been limited by the very low sample throughput of most conventional analytical flow cytometers due to their dependence on manual sampling systems. Recently the challenge of the limited throughput of conventional flow cytometers has been overcome with the development of automated flow cytometers such as the ZE5 (Bio-Rad Laboratories: Hercules, CA) that support plate-based sampling systems that can be integrated with plate-handling robotics and automated cell culture and liquid-handling peripherals to support fully automated flow cytometry-based library screening studies. Automated flow cytometry will have a transformative effect on immuno-oncology and leukemia / lymphoma research by allowing investigators to use the power of large-scale screening technologies to acquire a new level of understanding regulatory processes and therapeutic vulnerabilities that impact the treatment of multiple forms of cancer.

The overall goal of the high throughput flow cytometry core is to support scientifically meritorious research projects by providing investigators with access to the required infrastructure, instrumentation, and technical expertise necessary to achieve their research objectives

The unmet need for this new core lies in the fact that there are no research facilities within the seven GCC member institutions with the instrumentation and expertise to support high throughput flow cytometry-based research projects. The translational value of the core is reflected in the focus of the projects that will use the core searching for novel therapies for the treatment of some intractable cancers. The goal of these translational research projects is the discovery of FDA-

approved drugs and investigational agents that can be repurposed as components of combination therapies for the treatment of many different types of cancer. The core will have a transformative impact on cancer research due to the new knowledge that will be gained from studies that use the power of large-scale library screening technologies to investigate the molecular mechanisms that underlie the relative resistance and / or sensitivity to different types of tumors to various forms of therapies. Knowledge gained from these studies will have a major impact on the development of new strategies for reaping the maximum benefit from immunotherapy and other forms of combinatorial cancer therapy.

The high throughput flow cytometry core serves as a model for the power of collaborative research to not only speed the discovery of new therapies for the treatment of cancer but also to provide training for the next generation of young scientists committed to careers in cancer- related drug discovery research.

1.3 Scope of Work

Texas A&M Institute of Biosciences and Technology, subsequently referred to as IBT, is seeking proposals and intends to enter into an agreement with a qualified vendor to provide an automated and integrated high throughput flow cytometry solution that is capable of meeting the research goals of the core by providing storage for samples contained in multiwell plates or vials, prepare those samples for analysis, and deliver those samples to a high throughput flow cytometer for analysis. The requested platform will have the following requirements:

- The complete system must be supported by a self-contained platform. This can be in the form of one or more tables or a suitable alternative.
- The dimensions of the complete platform should not exceed 8ft by 10ft with anticipated user access from all sides.
- The frame of the table should be constructed from material that ensures that the structural rigidity, straightness, and precision of the platform are retained for its life-time.
- The top of the primary surface of the supporting platform that holds the flow cytometer should be at least 30 inches above but no more than 34 inches above the floor.
- The supporting platform will have leveling casters with adjustment wheels that can be lowered to allow the platform to be raised to allow movement of the platform and then retracted to make solid contact with the floor during normal operations and thus prevent movement of the platform.
- The platform can have shelving units or suitable alternative to help in organizing the peripheral devices and minimize the overall size of the entire platform.
- The shelf units should have moveable shelves or a suitable substitute that allow the equipment to be pulled out and away from the platform to facilitate service of the equipment by either the users or service engineers. The supporting units must be capable of safely supporting the full weight of the equipment that sits on that device while it is in the retracted position.
- The size of the shelf or alternative should be suitable for the equipment sitting on it. Thus, for liquid dispensers for example, additional space should be provided suitable to hold up to 2 x 500mL bottles.
- The platform shelves or alternative will have 1 or more locking mechanisms to ensure proper, fixed placement of the equipment with respect to access by a robotic arm so as to prevent movement and eliminate or reduce the need to reteach the access point for the robotic arm after the shelf has been moved.
- The platform will have a shelf or rotating platform upon which the flow-cytometer sits. This shelf or platform will allow the movement of the flow cytometer from its normal operating position to allow full access the the sampling compartment and on-board fluidics for routine maintenance and for independent walkup operation of the flow cytometer separated from the normal scheduling software.
- The flow cytometer shelf or platform will have 1 or more locking mechanisms to ensure proper, fixed placement of the equipment with respect to access by a robotic arm so as to prevent movement and eliminate or reduce the need to reteach the access point after the shelf has been moved.
- The flow cytometer shelf or platform should be constructed so that it easily supports the full weight of the instrument and does not require the disconnection or rearrangement of cabling and tubing to access the sample compartment when moved for service or walkup use.
- The peripheral devices required for this high throughput flow cytometry platform are:
 - One Bio-Rad ZE5 5 LASER 355_405_488_561_640 27C flow cytometer (item no. 12004279)
 - The flow cytometer will also have:
 - 1 each ZE5 ACCESSORY KIT (item 12004273)
 - 1 each ZE5 COMPUTER SYSTEM (item 17002096)
 - 1 each WEBCAM LOGITECH C310 (item 12004389)
 - 1 each ZEeachSERIES QC BEADS (item 12004403)
 - 1 each ZE5 ADDITIVE 4X300mL (item 12004271)
 - 1 each CYTOMETER CLEANER (item 12004272)
 - 1 each Cytometer Training (item 11000169)
 - 1 each ZE5 Cytometer Installation (item 11000177)
 - 1 each PROFLOW SORT GRADE WATER, S3 (item 1451083)

- The flow cytometer will also have the following optional items:
 - 1 each ZE5 External Waste Carboy Connection - External waste carboy connection upgrade kit for ZE5 system, Onsite Service. Performed by a certified Bio-Rad Field Service Engineer. Invoicing occurs at the time of order submission. Upgrade Kit is provided by engineer; separate purchase of kit is not required. (item 11000482)
 - 1 each ZE5 External DI Water Carboy Connection - External DI water carboy connection upgrade kit for ZE5 system, Onsite Service. Performed by a certified Bio-Rad Field Service Engineer. Invoicing occurs at the time of order submission. Upgrade Kit is provided by engineer; separate purchase of kit is not required. (item 11000483)
 - 1 each ZE5 External House DI Water Connection - External house DI water connection upgrade kit for ZE5 system, Onsite Service. Performed by a certified Bio-Rad Field Service Engineer. Invoicing occurs at the time of order submission. Upgrade Kit is provided by engineer; separate purchase of kit is not required. (item 11000484)
- One BioTek ELx405™ Select Deep Well Microplate Washer for 96- and 384- well standard and deep well plates <=50 mm in height. Includes Dual- Action™ 96-tube manifold, optimized cell washing, automatic 4- buffer switching, and built-in ultrasonic cleaner. (Part no. ELX405UCWVSD).
 - The plate washer will also have:
 - 1 each SVCE VAC SYS COMPL HI FLO 20L (Part no. 1170557S)
 - 1 each LHC software offers PC control and third-party robot system integration of 405 Touch / 405 LS / ELx405 Select Deep Well Washers, EL406 Washer Dispenser and MultiFlo / MultiFlo FX Dispensers. License for 5 installations. (Part no. LHC2)
 - 1 each MAGNET VP 384 RING (Part no. 7102215)
 - 1 each MAGNET VP 96 RING (Part no. 7102216)
 - 1 each instrument installation including unpacking and setup per authorized BioTek procedures. Standard training on the use of the instrument and software is conducted. User(s) will be trained to program the primary assay protocol and applicable data analysis. (Part no. SVCICT)
- One BioTek MultiFlo FX with 2 module arms, 1 peristaltic dispense pump. Includes 1 peri-pump cassette with plastic tips. Additional cassettes ordered separately. (Part no. MFXP2)
 - The dispenser will also have:
 - 1 each Secondary Peristaltic Pump Dispenser Module. Adds 1 peristaltic pump dispenser to MultiFlo FX. For 6- to 1536-well microplates. Includes 1 plastic tip cassette. (Part no. 7210010)
 - 2 each Cassette: 5 - 2,500 µL, 5 µL Increments, Plastic Tips. (Part no. 7170011)
 - 1 each instrument installation includes unpacking and setup per authorized BioTek procedures. Standard training on the use of the instrument and software is conducted. User(s) will be trained to program the primary assay protocol and applicable data analysis. (Part no. SVCICT1)
- One Thermo Cytomat 5 C, 120V incubator (Product code 51031527)
 - The incubator's features should include:
 - Fastest Incubator in the market
 - Turntable with 5 stacker positions (Option: 6 stacker)
 - Automated Decontamination routine
 - Hydra Smart – State of the art active humidity control
 - One size fits all – Top Bench and Under Bench Solution Incubator, bench top/under bench/gate rear bottom left (B1), capacity for 105 shallow well plates, Temp. ambient + 10°C to 50°C, humid climate controllable, up to 95% rH @37°C, CO2-control: 0-20Vol%, Dimension acc. To drawing no. 50151939, Enforced shovel for up to 400gr max. load as standard, Note: use of CO2, N2 or O2 may have an impact on the max. reachable relative Humidity
 - The Cytomat 5C incubator should also include:
 - 1 each Transfer station C5/ C10/C10 Hotel – transfer station for for C5/C10/C10 Hotel, with sensor for plate detection (Product code 50136244)
 - 5 each Stacker Pitch 23/21 – Autoclave-able stacker pitch 23 mm, with 21 level for microplates with a height of up to 18mm (96- or 384-well plates) (Product code 50082829)
 - 2 each Phone Support - Cytomat Installation/Hour (Product code V10000) to cover both cytomats
- One Thermo Cytomat 2C425-LiN – NEW incubator (Product code 51033033)

- The incubator's features should include:
 - Unique design with linear plate shuttle
 - Fastest Incubator in the market
 - Automated Decontamination routine
 - One size fits all – Top Bench & Under Bench
 - Small foot printwide range, bench top/under bench/gate bottom (B1)/Control box right side, capacity for 42 shallow well plates, humid climate constant, up to 90% rH @ 20°C, Temp. +4°C to 25°C, including Thermostat, Dimensions acc. To drawing no. 50160113, Enforced shovel for up to 400gr max. load as standard, Note: Use of CO₂, N₂ or O₂ may have an impact on the max. reachable relative Humidity
- The Cytomat 2C425-LIN should also include:
 - 1 each Transfer station for C2-NEW – Transfer station for C2, with sensor for plate detection (Product code 50160283)
 - 2 each Stacker Pitch 23/21 – Autoclave-able stacker pitch 23 mm, with 21 level for microplates with a height of up to 18mm (96- or 384-well plates) (Product code 50082829)
- One Formulatrix Mantis V3.3 with Integrated RFID, Chip Changer - 6 Chip capacity and Mantis Controlling Software Instrument License (Note: Controlling computer sold separately or provided by customer) Including One year support by mail is included with this product, in which case Formulatrix will provide remote support including parts and labor at a Formulatrix repair depot. (Part no. MANTV3.3_RFID)
 - The dispenser will have:
 - 1 each Mantis Continuous Flow Option for MANTV3. Pressurize bottle dispensing for higher flow rates. (Part no. MCF)
 - 1 each Mantis Chip - Silicone, LV (0.1uL & 0.5uL), RFID. Pack of 12 (Part no. MCLVSR12)
 - 1 each Mantis Chip – Silicone, HV (1uL & 5uL), RFID. Pack of 12 (Part no. MCHVSR12)
 - 1 each Mantis Chip - Continuous Flow, Silicone, RFID, PI. Pack of 6 (Part no. 233127)
 - 1 each Mantis CF Cap - Nalgene Bottle, Silicone Harness 28", pack of 6 (Part no. 233271)
 - 1 each Mantis 2mL Eppendorf Tube Adapter, Spring-loaded (Part no. 232396-A)
 - 1 each 15 mL Falcon tube adapter (Part no. 230989)
 - Other items that are part of the complete system:
 - The customer (IBT) will be providing an Agilent Vspin centrifuge (purchased in 2012; Serial no. SGS12MCF12002; Model no. 05187-001). This device does not have the optional Agilent Velocity 11 microplate centrifuge loader base. Design and engineering of the robotic arm and plate gripper mechanism must allow for the movement of SBS standard and deep well plates into and out of this Vspin centrifuge
 - The platform must include a mechanism for moving SBS standard and deep well plates and racks of vials to and from all of the devices on the entire system.
 - For a robotic arm, the positional repeatability should be around 0.03 mm
 - For a robotic arm, the payload capacity should be around 5Kg
 - For a robotic arm there must be mechanism for teaching all of the positions on the system platform by the user.
 - For a robotic arm, if movements are restricted such that it cannot on its own turn a plate from landscape to portrait mode if needed for any reason on the deck, then a regrip position must be included.
 - The platform must include a room temperature plate/lid storage area.
 - It is not necessary that the lid storage position be different from the plate storage site. The two may be integrated into a single system.
 - This room temperature storage system should have user removable racks allowing the user to carry a rack of plates to and from the platform
 - This rack system must have at least 40 SBS standard plate capacity in two racks and no more than 88 SBS standard plates in a total of 4 racks.
 - The platform must include a barcode reading device suitable for sample tracking as samples move throughout the entirety of the analysis platform.

- The platform must include an emergency shutoff switch as a safety precaution and placed where is easily accessible by the user.
- The platform must include a software package that allows the user to interact with all of the components of the platform and also allow the user to schedule one or more tasks using a graphical user interface. The automation scheduling software must include a powerful multitasking, dynamic scheduling software package for planning, simulating, and running the automated laboratory platform described in this proposal.
- One or more computers must be provided to allow access to and control of all devices on the platform.
- An ergonomic arm must be included at the site where the end user interacts with the system software. For enhanced usability, the arm should have a good range of motion in the z-direction and well as motion in the x-axis and y-axis to facilitate interaction with devices on the platform during use, maintenance, and service.
- All cables, cords, accessory items needed to connect all of the devices, power the devices, securing and leveling the instruments to the platform, for network connectivity must be included.
- The proposal must provide the requirements and specifications for any utilities to the devices such as house air, water, or vacuum provided by the customer. Also, a description of power requirements in the number and amperage of circuits needed to operate the system for optimal performance must be provided.
- The proposal must include all of the packaging, shipping, and handling for all items in this proposal to any location prior to the IBT for software development and/or factory testing, if needed, and then ultimately to the IBT for assembly, installation and site testing or directly to the IBT if it is not needed at any other site prior to assembly, installation and testing.
- The proposal must also specify and include charges for any method development needed for the successful completion of the proposal, all testing, any and all fees associated with completion of the proposal, and the training for one or more end users.
- Service of the system is important, if the company responding to this request is capable of providing service for any or all of the items contained within this proposal for an additional charge, they should submit that capability along with their proposal for consideration.

1.4 Award

Any agreement resulting from this RFP will be awarded all or none and shall adhere to the Evaluation Criteria described in Section 9.

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 Questions	May 26, 2020 @ 2:00 p.m. CDT
Posting/e-mailing Addendum and Responses to Inquires.....	May 28, 2020 @ 5:00 p.m. CDT
Deadline for Receipt of Proposals	June 3, 2020 @ 2:00 p.m. CST
Evaluation of Proposals Completed.....	June 8, 2020
Formal Execution of Agreement (Projected).....	June 12, 2020

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

Provide a detailed plan on how you propose to furnish quality service based on your understanding of the current environment as described in Section 1.2 and the scope of work described in Section 1.3. The response shall clearly detail:

2.1.1 Company Experience/Background

- 2.1.1.1 Provide a listing of at least three (3) references with which your company has had a relevant contractual relationship at any time in the past five (5) years, to include:

- Name of business
- Contact person from that organization in charge of the contract. Include name, title, telephone number and e-mail address of this individual.
- Explain in general terms what was provided

Please include any universities of similar size where automation projects were proposed or completed.

Texas A&M reserves the right to call to verify that similar services were provided and inquire about the reliability of the proposer's performance history. A negative reference may be grounds for disqualification.

- 2.1.1.2 Provide an explanation of your company's experience with contracts of similar magnitude and scope as specified within this RFP.
- 2.1.1.3 Provide the number of years your company has been in business, type of business structure (sole-proprietorship, partnership, corporation, and/or other), and annual sales volume company wide.
- 2.1.1.4 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), circumstances, and prospects for resolution.
- 2.1.1.5 Will you provide a copy of your company's audited financial statements for the past two (2) years, if requested by Texas A&M?
- 2.1.1.6 Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- 2.1.1.7 Provide details of any open, current or pending litigation or claims filed against your company and indicate how this may impact your company's performance under an agreement with Texas A&M.

2.1.2 General Requirements

- 2.1.2.1 Provide a detailed overview of your solution that includes all requirements as listed in Section 1.3.
- 2.1.2.2 Indicate reporting capabilities available for factory and site acceptance testing and provide samples of said reports.
- 2.1.2.3 Provide a detailed listing of all equipment required for solution.
- 2.1.2.4 Provide a detailed timeline for the implementation of the system upgrade.

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 **Wednesday, June 3, 2020 @ 2:00 p.m. CDT**

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. Digital signatures are acceptable.

3.2.2 Complete proposals may be submitted by the following options:

Option 1 One (1) Electronic Copy submitted via email to tamuaggiebid@tamu.edu with the subject line "TAMHSC RFP 20-0026 Flow Cytometry Platform".

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: Digital signatures are acceptable.

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.

3.2.4 Facsimile (Fax) responses to this RFP are not acceptable.

3.2.5 Texas A&M shall not be responsible for failure of electronic equipment or operator error.

3.3 Texas A&M Contacts

All questions must be sent by email to:

Susan King, CTPM

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 May 26, 2020 @ 5:00 p.m. CDT.**

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 ESBD for any possible addenda to this project. The RFP is inclusive of all addenda issued.

<http://www.txsmartbuy.com/sp>

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)
- ✓ Respondent's Questionnaire (See Section 7)
- ✓ Pricing (See Section 8)
- ✓ Non-Collusion Affidavit (See Section 10)
- ✓ One electronic copy (See Section 3.2.2)

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.

In accordance with Texas Education Code 51.9335, Texas A&M University shall make the award based on, but not limited to, the following best value criteria: The purchase price; The reputation of the vendor and of the vendor's goods or services; The quality of the vendor's goods or services; The extent to which the goods or services meet the institution's needs; The vendor's past relationship with the institution; The impact on the ability of the institution to comply with laws and rules relating to historically underutilized businesses and to the procurement of goods and services from persons with disabilities; The total long-term cost to the institution of acquiring the vendor's goods or services; Any other relevant factor that a private business entity would consider in selecting a vendor; and The use of material in construction or repair to real property that is not proprietary to a single vendor unless the institution provides written justification in the request for bids for use of the unique material specified. 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 chemical storeroom supply services to Texas A&M in College Station, Texas.

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 sixty (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.

4.7 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

Respondent acknowledges that Texas A&M University 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. Upon Respondent's written request, respondent will promptly provide specified contracting information exchanged or created under any resultant agreement for or on behalf of Texas A&M University. Respondent acknowledges that Texas A&M University 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. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and Respondent agrees that this Agreement can be terminated if Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.

5.2 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.

5.3 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.

5.4 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.

5.5 Prohibition Involving Human Trafficking

A state agency may not accept a proposal or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the proposal or award, has been convicted of any offense related to the direct support or promotion of human trafficking. A proposal award subject to the requirements of this section must include the following statement: "Under Section 2155.0061, Government Code, the vendor certifies that the individual or business entity named in this proposal or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

5.6 Not Eligible for Rehire

Respondent is responsible to ensure that employees participating in work for Texas A&M University have not been designated by The Texas A&M University System ("TAMUS") as Not Eligible for Rehire as defined in TAMUS Policy 33.02, Section 4. Non-conformance to this requirement may be grounds for termination of this Agreement or any resultant agreement.

5.7 Boycotting Israel

To the extent that Texas Government Code, Chapter 2271 applies to this Agreement, Respondent certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Agreement. Respondent acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

5.8 Business with Certain Countries and Organizations

Pursuant to Subchapter F, Chapter 2252, Texas Government Code Respondent certifies it is not engaged in business with Sudan, Iran or a foreign terrorist organization. Respondent acknowledges its purchase order and/or contract with TAMU may be terminated and payment withheld if this certification is inaccurate

5.9 Insurance Requirements

- 5.9.1 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.
- 5.9.2 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.
- 5.9.3 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.

SECTION 6

EXECUTION OF OFFER**TAMHSC RFP 20-0026 Flow Cytometry Platform**

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, 74th Leg., ch. 20, Sec. 1, eff. April 20, 1995. Amended by Acts 1995, 74th 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/substitute-w9-2019.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/substitute-w9-2019.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.

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*)

Annual Sales Volume: _____(company wide)

Annual Sales Volume: _____(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. Names of top management and key employees and each person's duties. Include the background and experience of these employees.
- d. If proposal includes subcontractors, preferably in the State of Texas, include a description of each subcontractor's corporate background and experience.

SECTION 8

PRICING WORKSHEET

8.1 Pricing

Provide detailed pricing for your offered solution. – Provide an itemized quote including all design and engineering fees, for all of the peripheral equipment in your proposed solution including the cost for the option of adding additional years of service at time of purchase, and all required packing and crating, shipping, and handling 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 in Section 2 and to provide the best value to the University. Proposal shall be evaluated by assigning points to each of the items below. The maximum number of points that can be assigned to each item being evaluated are as follows:

Evaluation Criteria	Possible Points
Services – Meeting scope of work and technical proposal and overall approach to customer service before and after purchase.	60
Qualifications, Experience and Company Information	15
Price and Fees – searches and any other associated costs	15
References	10
TOTAL POINTS	100

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 _____, 2020.

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.

NOTE: Due to events surrounding COVID19; the notary requirement has been waived. Respondents must sign, date and return form with proposal response or your response will be disqualified.

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>
A. <u>Worker's Compensation</u>	
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: Susan King

Address: 330 Agronomy Road
College Station, Texas 77843-3013

Email Address: sa-king@tamu.edu

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.

