

Event Summary - Sulfur Analyzer - Texas A&M at Qatar

Type	Invitation to Bid	Number	TAMU-2024-ITB-4477
Organization	TAMU	Currency	US Dollar
Event Status	Awarded	Work Group	TAMU-Qatar
Exported on	4/9/2024	Exported by	Cherise Toler
For Requisition	178227389	Created Document	-
Estimated Value	98,630.14 USD	Payment Terms	-

Bid and Evaluation

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

Visibility and Communication

Visible to Public	No
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Commodity Codes

None Added

Event Dates

Time Zone	CDT/CST - Central Standard Time (US/Central)
Released	-
Open	1/3/2024 12:00 AM CST
Close	1/17/2024 2:00 PM CST
Sealed Until	1/17/2024 2:00 PM
	 Show Sealed Bid Open Date to Supplier
Q&A Close	1/17/2024 2:00 PM CST

Description

Texas A&M University at Qatar ("Texas A&M Qatar") is seeking bids for the supply and installation of a Sulfur Analyzer as per the details and specifications herein. Upon award, the equipment will be for delivery and installation on the Texas A&M University at Qatar campus located in Doha, Qatar.

Upon award, orders may be placed that refer to your offer. All invoices must reflect price(s) quoted herein and must reflect the purchase order and/or master order number issued by Texas A&M, Procurement Services.

Attention Bidders:

All invitation for bid documents not submitted electronically via the AggieBid system will only be accepted via the following methods:

-Email - tamuaggiebid@tamu.edu (Do not email responses directly to the buyer)

-Express Mail (FedEx, UPS, etc.)

-US Postal Service

-Hand Delivered

All invitation for bid documents not submitted electronically via the AggieBid system must be returned on our form (Detailed Specifications document).


As a bidder responding to this invitation upon submission of your response, regardless of the format of your submission, you and the entity you represent are agreeing to the terms and conditions presented here as well as the TAMU terms and conditions located at http://purchasing.tamu.edu/_media/tamu-bid-terms1.pdf

Physical Address:

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

NOTE: If responding manually, please submit with your bid response a W9. This will allow us to enter your company into our bid system and include your response on the electronic tabulation

Prerequisites

 Required to View Event

1 Instructions To Supplier :

The following Best Value criteria will be utilized during consideration of award. Acknowledge the Best Value Criteria has been reviewed and is understood.

Certification

I certify that I have read and agree to the terms above.

Supplier Must Also Upload a File:

No

Prerequisite Content:

Award

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.
- Conformance of vendor's VPAT with Texas A&M IT Accessibility guidelines

Other relevant factors deemed necessary to evaluate the offer and determine the best value for the University:

- Vendor's ability to meet the minimum specifications;
- Delivery requirement;
- Payment Terms offered;
- Shipping Terms;
- Training offered;
- The quality, availability and adaptability of equipment offered to required application.
- Insurance Requirements

By submitting a bid in response to this solicitation, bidder agrees to the selection and award process, and accepts Texas A&M University's judgment and decision of award. Texas A&M reserves the right to accept or reject any or all bids, waive informalities and technicalities, and accept the offer considered the most advantageous to the University. Texas A&M University reserves the right to make the decision as to what system best meets the minimum specifications and which system best suits the needs of the university. Texas A&M's decision is final.

Buyer Attachments

Detailed Specifications	Detailed+Specifications (15).docx	../Attachments/Detailed+Specifications (15).docx
Standard Terms and Conditions	Bid Terms and Conditions - 4.25.23.pdf	../Attachments/Bid Terms and Conditions - 4.25.23.pdf
Installation Terms and Conditions	Installation Terms and Conditions.pdf	../Attachments/Installation Terms and Conditions.pdf

Page 1

Group 1

- | | | |
|------|--|---|
| 1.1 | <p>This Invitation for Bid is for the Texas A&M campus located in Doha, Qatar. The awarded vendor will ship and/or install items on the Qatar campus. Items may NOT be shipped to the Texas A&M campus located in Texas. Vendor should ensure quoted shipping is for shipping to the Texas A&M campus located in Doha, Qatar. Confirm that this is understood:</p> <p>Yes/No</p> | ★ |
| 1.2 | <p>Payment Terms: 100% Net 30 upon receipt of goods, invoice, completion of installation, acceptance, whichever is later. Agreed? (Y/N)</p> <p>Text (Single Line)</p> | ★ |
| 1.3 | <p>Shipping Terms: Indicate incoterm offered - DAP, DPP, EXW, Etc. Any related shipping costs must be indicated in your bid response. If quoting EXW, provide packing information. Any associated shipping costs must be provided herein.</p> <p>Text (Single Line)</p> | ★ |
| 1.4 | <p>Delivery Terms: Quote delivery lead time, upon receipt of order</p> <p>Text (Single Line)</p> | ★ |
| 1.5 | <p>Vendor Contact Information: Provide Name, Phone Number and Email Address of the individual who will be servicing this account.</p> <p>Text (Single Line)</p> | ★ |
| 1.6 | <p>Vendor to indicate product brand bid herein:</p> <p>Text (Single Line)</p> | ★ |
| 1.7 | <p>If offering an alternate brand from that specified, vendors shall describe herein any variations in capabilities between the offered brand and the brand specified.</p> <p>Text (Multi-Line)</p> | ★ |
| 1.8 | <p>Warranty- All items specified within this document must be warranted against defective materials, workmanship and failures for a minimum of twelve (12) months after delivery and acceptance. Warranty includes all parts and labor. Provide warranty information on items bid herein:</p> <p>Text (Multi-Line)</p> | ★ |
| 1.9 | <p>Line item 10 is for installation and training. Bidder shall verify and show evidence of ability to provide installation and training. Describe installation and training processes.</p> <p>Text (Multi-Line)</p> | ★ |
| 1.10 | <p>Installation as per the attached "Detailed Specifications" and "Installation Terms and Conditions" documents attached under the "Buyer Attachments" tab. If quoting as specified, type "Agreed" in the required field. If quoting otherwise, indicate here-in.</p> <p>Text (Single Line)</p> | ★ |
| 1.11 | <p>Insurance Requirement: The successful vendor will, at its sole cost and expense, acquire and maintain in effect during the period of the agreement, general and professional liability insurance and any employee compensation insurance as may be required by the laws of the country in which the successful vendor is organized. Agreed? (Y/N)</p> <p>Yes/No</p> | ★ |
| 1.12 | <p>Additional Charges - Shall be outlined here in: any additional charges not specified in this invitation for bid shall become the responsibility of the vendor.</p> <p>Text (Single Line)</p> | ★ |

- 1.13** Texas A&M University reserves the right to renew the awarded agreement as described in the Detailed Specifications document. List proposed maximum percentage increase for each extension period herein: (Year 1: _____%; Year 2: _____%; Year 3: _____%; Year 4: _____%). NOTE: If bidder fails to indicate a maximum percentage increase for each extension period it will be assumed to be zero (0%). ★
- Text (Multi-Line)

- 1.14** Regarding the MultiWin Software (or alternate equivalent software): The awarded vendor will be requested to complete the attached VPAT document. This document is required by the State of Texas for all Electronic and Information Resource purchases. If the manufacturer of the EIR has a VPAT on file, attach it herein. If not, the awarded will be asked to complete the VPAT before a Purchase Order can be issued. ★
- File Upload
- Blank VPAT - ../Attachments/QuestionAttachments/VPAT2.4Rev508(March2022) (3).doc

Product Line Items

★ Required Product Line Items

Group P1

#	Item Name, Commodity Code, Description	Qty.	UOM	Target Price	Allow Alternates	Requested Delivery
P1.1	Sulfur Analyzer - Multi-EA 5100 Basic Unit (QR 145,697.00) 41100000 - Laboratory and scientific equipment 5751 <\$5k, 8422 / As per attached Detailed Specifications.	★ 1	EA - Each	-		-
P1.2	C/N/S High Performance drier kit multi-EA 5100 41100000 - Laboratory and scientific equipment 5751 <\$5k, 8422 / As per attached Detailed Specifications.	★ 1	EA - Each	-		-
P1.3	Module: S module 5100 basic 41100000 - Laboratory and scientific equipment 5751 <\$5k, 8422 / As per attached Detailed Specifications.	★ 1	EA - Each	-		-
P1.4	Module: C module 5100 41100000 - Laboratory and scientific equipment 5751 <\$5k, 8422 / As per attached Detailed Specifications.	★ 1	EA - Each	-		-
P1.5	SAMPLER: Multi Matrix Sampler (MMS 5100). 41100000 - Laboratory and scientific equipment 5751 <\$5k, 8422 / As per attached Detailed Specifications.	★ 1	EA - Each	-		-
P1.6	SAMPLER: Liquids kit for MMS 5100 41100000 - Laboratory and scientific equipment 5751 <\$5k, 8422 / As per attached Detailed Specifications.	★ 1	EA - Each	-		-
P1.7	SAMPLER: Solids kit for MMS 5100. 41100000 - Laboratory and scientific equipment 5751 <\$5k, 8422 / As per attached Detailed Specifications.	★ 1	EA - Each	-		-
P1.8	Country Kit UK 41100000 - Laboratory and scientific equipment 5751 <\$5k, 8422 / As per attached Detailed Specifications.	★ 4	EA - Each	-		-
P1.9	multiWin Software. 43230000 - Software 5761 <\$100K, 8810 / *Provide VPAT for Multiwin software, or the equivalent software bid herein.	★ 1	EA - Each	-		-
P1.10	Onsite Installation and Training	★ 1	LO - Lot	-		-
P1.11	Shipping/Delivery Indicate Incoterm offered	★ 1	LO - Lot	-		-
P1.12	Warranty Minimum of 1 Year Required	★ 1	LO - Lot	-		-

Group P2: OPTIONAL ADD-ONS

#	Item Name, Commodity Code, Description	Qty.	UOM	Target Price	Allow Alternates	Requested Delivery
P2.1	Liquids Kit Liquids kit for MMS 5100 - dosing of liquids with normal viscosity (10 cSt) via direct injection with µL syringes	★ 1	LO - Lot	-		-
P2.2	Solids Kit Solids kit for MMS 5100 - dosing of solids, AOX (column and batch method) resp. EC/OC samples via quartz sample boats, in horizontal operation mode	★ 1	LO - Lot	-		-

P2.3	Liquids Kit	★	1	LO - Lot	-	-
	Liquids kit TMP for MMS 5100 - dosing of liquids with normal viscosity (10 cSt) via direct injection with µL syringes, cooling resp. heating option enables also direct dosing of verly light volatile liquids resp. liquids with high viscosity					
P2.4	TOC Kit	★	1	LO - Lot	-	-
	TOC kit for MMS 5100 - dosing of aqueous samples for determination of TC and NPOC contents (TOC module required)					

Service Line Items

There are no Items added to this event.

Price Components

There are no Price Components added to this event.

Suppliers

MIDWEST SCIENTIFIC (Midwest Scientific Inc)

Progress

Event Not Viewed

Sam Weir

sam.weir@midsci.com

Raymond Luce

raymond.luce@midsci.com

NICOL SCALES LP

Progress

Event Not Viewed

TED@NICOLSCALES.COM

PIPETTE SUPPLIES, INC.

Progress

Event Not Viewed

kreidmiller@pipettesupplies.com

TROXLER ELECTRONIC LABS, INC. (Troxler Electronics Laboratories)

Progress

Event Not Viewed

bids@troxlerlabs.com

NETZSCH INSTRUMENTS NORTH AMERICA, LLC

Progress

Event Not Viewed

erica.delaney@netzsch.com

AL ZAHRAWI MEDICAL

Progress

Event Not Viewed

Ravindra Rawat

ravindra.rawat@zahrawigroup.com

NORTEST LLC

Progress

Event Not Viewed

randy.norfleet@gmail.com

THERMO ELECTRON NORTH AMERICA, LLC

Progress

Invitation Unaccepted

Shirley.Ortega@THERMOFISHER.COM

THOMAS SCIENTIFIC, LLC

Progress

Invitation Unaccepted

Lewis.McMillan@thomassci.com

CENTRAL SCIENTIFIC INC. (n/a)

Progress

Intend To Bid

orders@centralsci.com

ACON CALIBRATION & INSTRUMENTS TRADING (acit)

Progress Event Not Viewed

Nihad Abdul Kader Kesavath Parambil

kpnak@acitqatar.com

SYCAMORE LIFE SCIENCES LLC

Progress Event Not Viewed

mvora@sycamorebio.com

Brazos Mobile Phlebotomy LLC

Progress Event Not Viewed

brazosmp@gmail.com

O & S SERVICES LLC

Progress Event Not Viewed

wsanitate@ons-services.com

THOMPSON ENGINEERING, INC.

Progress Invitation Unaccepted

KKILGORE@THOMPSONENGINEERING.COM

STRACON GROUP, INC. (Stracon Medical Supply)

Progress Event Not Viewed

leslie.stracon@gmail.com

BIOMEDICAL SOLUTIONS INC

Progress Event Not Viewed

info@bsilab.com

ADMET INC

Progress Event Not Viewed

sales@admet.com

DIGITAL AUTOMATION TECHNOLOGY FZCO

Progress Event Not Viewed

Sales Sales

ahmad@dat-ae.com

KHALID SCIENTIFIC CO

Progress Intention Not Declared

almin@khalidscientific.com

QATAR SCIENTIFIC COMPANY (Qatar Scientific Company)

Progress	Awarded
Total Bid	116,342.90
Total Awarded	116,342.90 USD

Mohammed Afifi
afifi@qsc2000.com.qa

AMISA TRADING AND CONTRACTING

Progress	Event Not Viewed
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Mohd Sultan
mohd.sultan@amisaqatar.com

Mohammad Sultan
info@amisaqatar.com

CONTROLS GROUP USA (CONTROLS Group USA)

Progress	Event Not Viewed
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stephen.white@controls-group.com

ATRIUM MEDICAL CARE WLL (supplier and distributor)

Progress	Intention Not Declared
----------	------------------------

Sales Sales
ashif@atriumqatar.com

Sedeer Medical Service and Trading LLC (SEDEER MEDICAL SERVICES & TRADING LLC)

Progress	Event Not Viewed
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Sales Sales
b.arun@sedeer.com

PACIFIC STAR CORPORATION

Progress	Event Not Viewed
----------	------------------

dhadi@pfstar.com

LABINS (TRADER)

Progress	Event Not Viewed
----------	------------------

Kannan Vijayan
kannan_v@labins-qatar.com

MATHESON TRI-GAS (Matheson Tri-Gas (South Zone))

Progress	Event Not Viewed
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estovall@mathesongas.com

TAYLOR DISTRIBUTION GROUP, LLC (TDG Scientific)

Progress	Event Not Viewed
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artura@tdgsci.com

Horiba Instruments Inc (Horiba Scientific)

Progress	Event Not Viewed
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maryann.ingenito@horiba.com

IDO LABTECH TRADING (IDO LABTECH TRADING)

Progress Event Not Viewed

Sales Sales

luma@idolab.qa

GILSON COMPANY INC

Progress Event Not Viewed

lfarmwald@gilsonco.com

PERKINELMER U.S. LLC

Progress Event Not Viewed

ContractsShelton.AES@perkinelmer.com

ORIENTAL TRADING CO OTC DIRECT INC DBA (Industrial equipment Trading and Services)

Progress Intend To Bid

Anand Narayanan

anand@otcqatar.com

Horiba Instruments

Progress No Bid

alex.cedillo@horiba.com

FARRWEST ENVIRONMENTAL SUPPLY, INC.

Progress Invitation Unaccepted

mmeyer@farrwest.com

Gulf Support Centre WLL (Gulf Support Centre WLL)

Progress No Bid

phgsc@phgsc.me

ARRIBA SCIENTIFIC INC.

Progress Event Not Viewed

ycarroll@arribascientific.com

ENTECH INSTRUMENTS, INC.

Progress Event Not Viewed

christyadams@entechinst.com

LUSAIL MEDICAL LLC

Progress Event Not Viewed

Talal El-Sheikh

telsheikh@lusailmedical.com

Ahmed Helal

ahelal@lusailmedical.com

SCIENTIFIC GLOBAL LAB SUPPLIERS WLL

Progress Event Not Viewed

Sam Sam
sam@sglss.me

SUPERTECH, INC.

Progress Event Not Viewed

sales@supertechx-ray.com

AET GLOBAL LOGISTICS, LLC

Progress Event Not Viewed

timothy@aetgloballogistics.com

TECHNICAL COMMUNITIES INC

Progress Event Not Viewed

orders@testmart.com

EDUTECH MIDDLE EAST WLL

Progress Event Not Viewed

achuthans@edutech.com

jagan@edutech.com

PETROFAC QATAR WLL

Progress Event Not Viewed

Remesh Kumar
remesh@techsol.qa

SEAL ANALYTICAL, INC.

Progress Event Not Viewed

sales@seal-us.com

PETRO EMPHOR CO. WLL

Progress Event Not Viewed

Jagan Ganesan
jagan.ganesan@petroemphor.com

FOX SCIENTIFIC INC

Progress Event Not Viewed

rfp@foxscientific.com

SIMBA INDUSTRIES

Progress Event Not Viewed

sales@simbaindustries.com

DUTCO TENNANT QATAR WLL (Trading Company)

Progress Intend To Bid

Rejoice Jose
rejoice.jose@dutcotennant.com

Mueid Akmal Syed
mueid.syed@dutcotennant.com

MAMMOTH RX INC

Progress Invitation Unaccepted

sun@mammothrx.com

OSCS INC

Progress Event Not Viewed

office@onestopcal.net

SOH ANESTHESIA PLLC

Progress Invitation Unaccepted

admin@sohanesthesia.com

EXPOTECH, U.S.A., INC. (EXPOTECHUSA, INC)

Progress Intention Not Declared

abhishek@expotechusa.com

CANNON INSTRUMENT COMPANY

Progress Event Not Viewed

sales@cannoninstrument.com

LEEDS PRECISION INSTRUMENTS, INC.

Progress Event Not Viewed

tbarnett@leedsmicro.com

CURRO, LLC

Progress Invitation Unaccepted

angel.medrano@currooffice.com

EAST AGENCY (East Agency)

Progress Event Not Viewed

Srikant Srikant
srikant@eastagency.com

Sales Medical
medical@eastagency.com

MEDEQUIP DEPOT LLC

Progress Event Not Viewed

raluca@medequipdepot.com

Cuevas Distribution, Inc.

Progress Event Not Viewed

ycuevas@cuevasdistribution.com

Virtus Technical Services Co. WLL

Progress	Submitted
Total Bid	86,229.49

sitendupal@virtusqatar.com

TBC American Enterprise, Inc.

Progress	Invitation Unaccepted
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wbrown@tbcsatx.com

VWR INTERNATIONAL, LLC

Progress	Intention Not Declared
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usbids@avantorsciences.com

NERFHERDER DISTRIBUTION LLC (NHD, LLC)

Progress	Event Not Viewed
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b.carlton@nhd.llc

PRODUCTS UNLIMITED, INC.

Progress	Event Not Viewed
----------	------------------

sraithel@products-unlimited.com

TEST MARK INDUSTRIES INC

Progress	Event Not Viewed
----------	------------------

sales@testmark.net

AHI FACILITIES LLC

Progress	Invitation Unaccepted
----------	-----------------------

sandra@nolansonline.com

BELL PAGE INDUSTRIES, LLC

Progress	Invitation Unaccepted
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dbell@bpindustriesllc.com

Reference AggieBid # TAMU-2024-ITB-4477
Sulfur Analyzer

Summary:

Texas A&M University at Qatar ("Texas A&M Qatar") is seeking bids for the supply and installation of a Sulfur Analyzer as per the details and specifications herein. Upon award, the equipment will be for delivery and installation on the Texas A&M University at Qatar campus located in Doha, Qatar.

Upon award, orders may be placed that refer to your offer. All invoices must reflect price(s) quoted herein and must reflect the purchase order and/or master order number issued by Texas A&M, Procurement Services.

Payment Terms:

100% Net 30 upon receipt of goods, invoice, completion of installation, acceptance, whichever is later.

Invoice Requirements

Texas A&M to be invoiced at rates bid here-in.

Invoices must reflect price(s) quoted and must reflect the purchase order number issued by Texas A&M, Procurement Services.

Cancellation

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

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

Texas A&M University reserves the right to cancellation with thirty (30) days written notice.

Shipping Terms:**Shipping Terms for Non-Doha vendors:**

Incoterm - DAP (Delivery at Place), Vendor will deliver the goods DOOR-TO-DOOR to TAMUQ excluding Duties & Taxes and Including Custom Clearance. TAMUQ is responsible for Duties, Taxes, Legalization and Bayan.

Shipping Terms for Doha vendors:

Incoterm - DDP (Delivery Duty Paid), Vendor will deliver the goods DOOR-TO-DOOR to TAMUQ including Duties, Taxes and Customs Clearance. No additional charge will to TAMUQ.

For shipping terms DDP:

Qatar Customs have implemented an automated electronic clearance process called "Single Window" and all incoming shipment will be subject to BAYAN & Admin Charge. For shipping terms DDP, the vendor will bear all customs chargers.

TAMUQ will not be responsible for these charges with your shipping agent.

For any shipping related concerns, please contact: shippingreceiving@qatar.tamu.edu

PLEASE NOTE (for reference only): Qatar Customs requires ALL original shipping documents (depending on which shipment mode) as per below list. Please check and confirm with your shipping agent if these documents are required to be provided to their local clearing agent to clear the shipment from Qatar Customs:

- Original Certificate of Origin stamped from Chamber of Commerce
- Original Commercial Invoice stating each item (price/original made/quantity) stamped from Chamber of Commerce
- Packing List

1477 TAMU
P.O. Box 30013
College Station, TX 77842-3013

Tel. 979.845.4570 Fax. 979.845.3800
<http://purchasing.tamu.edu>

- Airway Bill

All information MUST be the same on each of the above documents. If information is different, the shipment will not clear Qatar Customs.

Warranty:

Vendor shall submit manufacturer's warranty with the software. The warranty is to begin upon acceptance by Texas A&M.

Installation and Final Testing and Acceptance Criteria:

Installation shall be conducted as per the attached Installation Terms and Conditions. Texas A&M Qatar shall inspect the complete installation to assure that all equipment is installed in a professional manner and in accordance with these specifications.

The final system testing and demonstration shall be performed after the installation and initial testing has been completed by vendor put prior to any use of the system. Vendor shall ensure that system meets or exceeds performance specifications as per manufacturer criteria. The vendor shall be responsible for properly performing all setup of equipment and all assembly.

All travel related expenses shall be included.

Insurance Requirement:

The successful vendor will, at its sole cost and expense, acquire and maintain in effect during the period of the agreement, general and professional liability insurance and any employee compensation insurance as may be required by the laws of the country in which the successful vendor is organized.

Indicate Currency Quoted:

NON-QATAR VENDORS, please bid in US Dollar Currency

FOR QATAR VENDORS, please bid in Qatari Riyals (QAR) – if the total order exceeds \$100,000.00 please quote in US Dollar Currency

Pricing:

Item#	Item	Qty	UOM	Unit Price	Extended Price	Delivery (Days)
	<p>Bidders must indicate any additional charges not listed here-in. Charges not listed here-in will not be the responsibility of Texas A&M.</p> <p>If a discounted item is purchased, the invoice must include the list price, the rate of discount offered and price to be paid.</p> <p>Note To Bidders:</p> <p>Bidding as Specified</p> <p>Bids for an alternate, equivalent item may be accepted. If offering an equivalent item, such item must be from a branded manufacturer with similar or better specs.</p> <p>If offering an alternate, bidders must provide:</p> <ul style="list-style-type: none"> • Manufacturer name and model number for product offered. • Technical/product literature. • Comprehensive documentation/diagrams for connections, settings, etc. 					

1477 TAMU
P.O. Box 30013
College Station, TX 77842-3013

Tel. 979.845.4570 Fax. 979.845.3800
<http://purchasing.tamu.edu>

	<p>Failure to provide this documentation may disqualify your entire response.</p> <p>Texas A&M – Qatar reserves the right to decide if items offered are equivalent to that specified. Texas A&M – Qatar’s decision shall be final.</p> <p>Attach alternate specifications to Response Attachment before submitting bid response.</p>					
1.1	<p>ANALYTIK JENA MULTI EA 5100 (or equivalent)</p> <p>Multi-EA 5100 Basic Unit</p> <ul style="list-style-type: none"> • multi-EA 5100 furnace module • for thermal digestion of organic samples by means of high temperature combustion in an oxygen rich atmosphere • temperature range up to 1100 °C • suitable for vertical and horizontal operation <p>Features</p> <ul style="list-style-type: none"> • catalyst-free high temperature combustion in vertical or horizontal operation mode • suitable for the analysis of solid, liquid, gaseous and LPG • samples by means of different optional sample supply systems • suitable for the determination of sulfur, nitrogen, carbon and chlorine contents by means of different optional detection modules • modular design - various configurations for diverse applications, extendable to a multi-element resp. multi-matrix analyzer at any time • High-performance gas box control of the optimal carrier gas composition inclusive integrated leak check • Plug-and-Start technology - intelligent self-recognition of system components. • Self-Check System (SCS) for maximum operational reliability and ease of use • Effortless multi-element analysis - automatic switch-over from C/N/S to Cl without manual reconfiguration compliant with the relevant industry standards (ASTM, ISO) • control via optional external PC / laptop and multiWin <p>Supply shall include:</p> <ul style="list-style-type: none"> • basic unit • Auto-protection system • High-performance gas box • integrated switch-over unit for multi element analysis • Double furnace option • installation and start-up 	1	EA			

1477 TAMU
P.O. Box 30013
College Station, TX 77842-3013

Tel. 979.845.4570 Fax. 979.845.3800
<http://purchasing.tamu.edu>

	<ul style="list-style-type: none"> • user manual in English • final test certificate Technical data - Basic unit <ul style="list-style-type: none"> • power supply: 100 - 240 VAC, 50/60 Hz, max. 16 A • dimensions (width x height x depth): 51 cm x 47 cm x 55 cm • max. furnace temperature: 1100 °C • gas supply: argon 99.996% (4.6) and oxygen 99.995% (4.5) <p>If offering another brand please provide - Brand, Make & Model of product being bid:</p> <p>.....</p> <p>.....</p> <p>.....</p>					
1.2	C/N/S High Performance drier kit multi-EA 5100 (or equivalent) <p>High-performance reaction gas drying for the determination of sulfur, nitrogen and carbon contents with multi-EA 5100 systems.</p> <ul style="list-style-type: none"> • Maintenance-free membrane drying • Required for C/N/S single and multi-element systems • Not required for single element CI analyzers • Scope of delivery • High Performance drier, preconfigured • Mounting plate metal • Connection parts Technical Data <ul style="list-style-type: none"> • Ambient operating temperature: 21 °C - 35 °C; Humidity: 90% (+30 °C) • Ambient non-operating temperature: 15 °C - 55 °C; Nonoperating Humidity: 10 - 30% (with drying) 					
	MODULE					
1.3	S module 5100 basic (or equivalent) <ul style="list-style-type: none"> • suitable for systems of the multi EA 5100 series • for the determination of sulfur by means of UV-fluorescence detection (UVFD) • operation range: 0 - 10,000 mg/L resp. 0 - 1 wt-% detection limit: 5 µg/L • applications: 	1	EA			

	<ul style="list-style-type: none"> ASTM D5453, ASTM D6667, ASTM D7183, ASTM D 7551, DIN EN 17178, DIN EN 15486, DIN EN ISO 20846, UOP 987-A etc. (in combination with multi EA 5100 basic unit and a suited sample supply system) <p>Supply shall include:</p> <ul style="list-style-type: none"> UVFD detector inclusive required connection technique installation and start-up documentation in English 					
1.4	<p>C module 5100 (or equivalent)</p> <ul style="list-style-type: none"> suitable for the multi EA 5100 series equipped with wide range NDIR operation range: 0 - 10.000 mg/L C resp. 0 - 100 wt-% C (organic samples) detection limit: 100 µg/L C (organic samples) for the determination of carbon contents (TC, EC/OC) in organic liquids, solids, and gases <p>Supply shall include:</p> <ul style="list-style-type: none"> TC module connection technique (cable, tubings, connectors) installation and start-up documentation in English 	1	EA			
	SAMPLER					
1.5	<p>Multi Matrix Sampler (MMS 5100) (or equivalent)</p> <p>Accessory module for devices of the multi EA 5100 series in vertical and horizontal operation mode. The MMS is usable for the automatic sample supply of solids, liquids as well as AOX, EOX, TOC and EC/OC samples in combination with the suited extension kits, which are not included in the scope of supply. For vertical operation the MMS is mounted on top of the multi EA 5100, for horizontal applications the ABD module is required in addition.</p> <p>Safe and comfortable operation</p> <ul style="list-style-type: none"> - Automatic recognition of operation mode and installed extension kit type - Automatic recognition of syringe size and rack size - High sample throughput - Controlled by multiWin software - Injection volumes variable in 1 µL steps up to 500 µL 	1	EA			

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	<p>- Automatic rinsing steps with sample and clean solvent to prevent contaminations</p> <p>- Waste vessel for safe disposal of liquid sample and solvent wastes</p> <p>- Wide application fields - vertical and horizontal digestion solids, liquids, AOX, EOX, TOC, EC/OC</p> <p>Supply shall include:</p> <ul style="list-style-type: none"> • MMS incl. connection technique, automatic syringe and tray recognition • Installation and start-up • Documentation in English <p>Technical Data</p> <ul style="list-style-type: none"> • Dimension (width x depth x height): 510 mm x 500 mm x 280 mm; Weight (netto): 9.5 kg • Ambient operating temperature: 20 °C - 35 °C; Humidity: 90% (+30 °C) • Line Voltage: 110 - 240 V AC; Line Frequency: 50 Hz/60 Hz; Max power consumption: 30 VA <p>Ambient non-operating temperature: 15 °C - 55 °C; Nonoperating Humidity: 10 - 30% (with drying)</p>					
1.6	<p>Liquids kit for MMS 5100</p> <p>Suitable for autosampler type MMS 5100 accessory for the dosing of liquid samples with viscosity smaller than 10 cSt via µL-syringe</p> <p>Supply shall include:</p> <ul style="list-style-type: none"> • 1 x sample rack with 112 positions • 1 x 50 µL syringe • 1 x 100 µL syringe • 1 x set needles, 3 pieces • 1 x set cleaning wires, 10 pieces • 1 x set sample vials, 2 mL, 200 pieces • 1 x set snap caps, 200 pieces • 1 x waste vessel • 1 x solvent reservoir with septum and lid" 	1	EA			
1.7	<p>Solids kit for MMS 5100</p> <p>Supply shall include:</p> <ul style="list-style-type: none"> • Rack with 35 positions for quartz sample boats • 1 x gripper for quartz boats • 1 x alignment tool • 35 x quartz sample boats, 40 x 9 mm 	1	EA			

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	Technical Data <ul style="list-style-type: none">Ambient operating temperature: 20 °C - 35 °C; Humidity: 90% (+30 °C) Ambient non-operating temperature: 15 °C - 55 °C; Nonoperating Humidity: 10 - 30% (with drying)"														
1.8	Country kit UK – PN 450-300.011- GB (or equivalent)	4	EA												
1.9	MultiWin Software The multiWin operation and data evaluation software is suitable opefor the device series multi-EA 4000, multi-EA 5000, multi-EA 5100, and multi-X 2500. <ul style="list-style-type: none">Extensive control and data evaluation functionsEasy operation and intuitive user guidanceAutomatic recognition of active components of the analysis system and their status (accessories, configuration etc.)Data base for safe data storageVersatile data export and import file formatsInclusive extensive library of ready-to-use, field-approved, standard-compliant (ASTM, ISO, EN etc.) methods for routine and special application for multi EA systems.	1	EA												
1.10	On-Site Installation and Training Including Travel and accommodation	1	LOT												
1.11	Shipping and handling* ----- *Indicate INCOTERM: DDP, DAP, CIF or Ex-Works. *If shipping by airfreight or courier up to 98 kg., include cost for Commercial Invoice & Certificate of Origin stamped by Chamber of Commerce *If CIF or EXW, please provide packing information as follows: <table><tr><td>Number of Boxes or Palette</td><td>Dimension (L x W x D)</td><td>Weight of each box/palette</td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr></table>	Number of Boxes or Palette	Dimension (L x W x D)	Weight of each box/palette							1	LOT			
Number of Boxes or Palette	Dimension (L x W x D)	Weight of each box/palette													

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	Dispatch Address (if different from vendor's address):								
1.12	Warranty – Minimum of 1 year Indicate Warranty Offered including option for extended warranty:			1	LOT				
	TOTAL			1	LOT				
	Extension Kits – Optional Add-Ons								
	Provide pricing for the items below. Texas A&M may or may not elect to purchase the optional add-ons. Optional add-ons will not be a determining factor in award.								
2.1	Liquids kit for MMS 5100 - dosing of liquids with normal viscosity (10 cSt) via direct injection with µL syringes			1	LOT				
2.2	Solids kit for MMS 5100 - dosing of solids, AOX (column and batch method) resp. EC/OC samples via quartz sample boats, in horizontal operation mode			1	LOT				
2.3	Liquids kit TMP for MMS 5100 - dosing of liquids with normal viscosity (10 cSt) via direct injection with µL syringes, cooling resp. heating option enables also direct dosing of verly light volatile liquids resp. liquids with high viscosity			1	LOT				
2.4	TOC kit for MMS 5100 - dosing of aqueous samples for determination of TC and NPOC contents (TOC module required)			1	LOT				

Award:

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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;
- Shipping Terms
- Acceptance of Standard Payment Terms
- 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.

Other relevant factors deemed necessary to evaluate the offer and determine the best value for the University:

- Vendor's ability to meet the minimum specifications;
- Delivery requirement;
- The quality, availability and adaptability of equipment offered to required application.
- Warranty Terms;
- Insurance Requirements

By submitting a bid in response to this solicitation, bidder agrees to the selection and award process, and accepts Texas A&M University's judgment and decision of award.

Texas A&M reserves the right to accept or reject any or all bids, waive informalities and technicalities, and accept the offer considered the most advantageous to the University.

Texas A&M reserves the right to make the decision as to the system, product or service best meets the minimum specifications and best suits the needs of the university. The decision by Texas A&M University is final.

DIVISION OF FINANCE & BUSINESS SERVICES**Procurement Services**

**ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF BID AND
ANY SUBSEQUENT AWARD EXCEPTIONS MUST BE MADE IN WRITING**

1. BIDDING REQUIREMENTS

- 1.1 Responding bidder (VENDOR) must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of TEXAS A&M UNIVERSITY.
- 1.2 Pricing must be quoted on a "per unit" basis, extended as indicated. Any trade discounts included must be itemized and deducted from extended prices. Unit Prices shall govern in the event of extension errors. VENDOR guarantees product or service offered will meet or exceed specifications included as part of this Invitation for Bid (IFB).
- 1.3 Bids should be submitted electronically via the AggieBuy e-procurement platform, or as otherwise instructed. If allowed, mailed bids should be placed in a separate envelope, completely and properly identified. Bids must be received by the TEXAS A&M DEPARTMENT OF PROCUREMENT SERVICES on or before the hour and date specified for the bid opening.
- 1.4 Bids sent via U.S. Postal Service, must use the address indicated in the Invitation for Bid. For delivery service or hand deliveries requiring a street address, use 330 Agronomy Road, College Station, TX 77843.
- 1.5 Late bids will not be considered under any circumstances.
- 1.6 Bids should be quoted "F.O.B. destination, freight prepaid and allowed" or "Delivered Duty Paid." If quoting freight otherwise, show exact delivery cost and who bears cost if not included in unit price.
- 1.7 Bid prices are requested to be firm for a minimum of 30 days after bid opening date. "Discount from list" bids are not acceptable unless requested. Cash discount will not be considered in determining the low bid. All cash discounts will be taken if earned.
- 1.8 As a VENDOR responding to this invitation for bid, upon submission of your response, regardless of the format of your submission, you and the entity you represent are agreeing to the Terms and Conditions of Bid ("Terms and Conditions") presented herein.
- 1.9 Bid may not be altered or amended after opening time. Any alterations made before opening time must be initialed by VENDOR or authorized agent of VENDOR. No bid may be withdrawn after opening time without approval by the TEXAS A&M DEPARTMENT OF PROCUREMENT SERVICES.
- 1.10 Purchases made for use by TEXAS A&M are exempt from State Sales tax and Federal Excise tax. Do not include tax in bid. Tax Exemption Certificate will be furnished by TEXAS A&M upon request.
- 1.11 TEXAS A&M reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the State.
- 1.12 Preferences may be given to bids pursuant to Texas Government Code § 2155.441-452 (check any that are applicable):
 - ☐ Products of persons with mental or physical disabilities
 - ☐ Energy efficient products
 - ☐ Rubberized asphalt paving material
 - ☐ Texas and United States products and Texas services (Preference given to Texas vendor and Service-Disable Veteran)
 - ☐ Recycled, remanufactured, or environmentally sensitive products
 - ☐ Paper containing recycled fibers
 - ☐ Recycled motor oil and lubricants
 - ☐ Products and services from economically depressed or blighted areas

- ☐ Products produced at facilities located on formerly contaminated property
- ☐ Vendors that meet or exceed air quality standards
- ☐ Contractors providing goods of higher nutritional value

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

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

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

- 2.1 All items shall be new and unused, including containers suitable for shipment and storage, unless otherwise indicated in IFB. Oral agreements to the contrary will not be recognized.
- 2.2 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 2.3 Samples, when requested, must be furnished free of expense to TEXAS A&M. If not destroyed in examination, they will be returned to the VENDOR, upon request, at VENDOR's expense. Each sample should be marked with VENDOR's name and address, and TEXAS A&M bid number. Do not enclose in or attach bid to sample.
- 2.4 TEXAS A&M will not be bound by any oral statement or representation contrary to the written specifications of this IFB.
- 2.5 Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.

3. **TIE BIDS.** If two or more responses receive the same score after evaluation, the award will be based on the following preferences. Priority of the claimed preference shall be given in the sequence listed below (check any that apply):

- ☐ Texas Agricultural Product
- ☐ Texas Product
- ☐ Texas vendor and Service-Disable Veteran
- ☐ Texas vendor
- ☐ U.S. Product

If pricing and preferences are equal, award will be determined by tossing a coin with two witnesses to oversee the tie-breaking activity.

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

4. DELIVERY

- 4.1 Bid should show number of days required to place material in receiving agency's designated location under normal conditions. Failure to state delivery time obligates VENDOR to complete delivery in 14 calendar days. Unrealistically short or long delivery promises may cause bid to be disregarded.
- 4.2 If delay is foreseen, VENDOR shall give written notice to TEXAS A&M. TEXAS A&M has the right to extend delivery date for valid reasons. Default in promised delivery, without accepted reasons, or failure to meet specifications, authorizes

TEXAS A&M to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting VENDOR.

- 4.3 No substitutions or cancellation permitted without written approval of the TEXAS A&M DEPARTMENT OF PROCUREMENT SERVICES.
- 4.4 Delivery shall be made during normal working hours only, unless prior approval for late delivery has been obtained from TEXAS A&M.
5. **INSPECTION AND TESTS.** All goods will be subject to inspection and test by TEXAS A&M to the extent practicable at all times and places. Authorized TEXAS A&M personnel shall have access to VENDOR's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the cost of the testing shall be borne by the VENDOR. Goods which have been delivered and rejected in whole or in part may, at TEXAS A&M's option, be returned to the VENDOR or held for disposition at VENDOR's risk and expense. Latent defects may result in revocation of acceptance.
6. **VENDOR AFFIRMATION.** Signing this bid with a false statement is a material breach of contract and shall void the submitted bid or any resulting contracts, and the VENDOR shall be removed from all bid lists. By signature hereon affixed, the VENDOR hereby certifies that:
- 6.1 The VENDOR has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.
- 6.2 Neither the VENDOR nor the firm, corporation, partnership or institution represented by the VENDOR, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal Antitrust Laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
- 6.3 The VENDOR 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 VENDOR or any agent, employee, subcontractor, or supplier of VENDOR in the execution or performance of this purchase order.
- 6.4 VENDOR certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of paymena State agency. If section 669.003 applies, VENDOR will complete the following information in order for the bid to be evaluated:
- Name of Former Executive: _____
- Name of State Agency: _____
- Date of Separation from State Agency: _____
- Position with VENDOR: _____
- Date of Employment with VENDOR: _____
7. **CONFLICTING TERMS & CONDITIONS.** Any terms and conditions attached to a bid will not be considered unless the VENDOR specifically refers to them on the front of this bid form.
- WARNING: SUCH TERMS AND CONDITIONS MAY RESULT IN DISQUALIFICATION OF THE BID. (E.G. BIDS WITH THE LAWS OF A STATE OTHER THAN TEXAS, REQUIREMENTS FOR PREPAYMENT, LIMITATIONS ON REMEDIES, ETC.**
8. **AWARD OF CONTRACT.** A response to an IFB is an offer to contract with TEXAS A&M based upon the terms, conditions and specifications contained in the IFB. Bids do not become contracts until they are accepted and an authorized purchase order is issued.
9. **PAYMENT.** All invoices shall be itemized, showing order number and agency purchase order number. TEXAS A&M will

incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice.

10. **PATENTS OR COPYRIGHTS.** The VENDOR agrees to protect TEXAS A&M from claims involving infringement of patents or copyrights.
11. **VENDOR ASSIGNMENTS.** VENDOR hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and which arise under the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967).
12. **EXPORT CONTROL.** VENDOR agrees to comply with all applicable US Export Control laws and regulations to include the Export Administration Regulations (EAR), the International Traffic in Arms (ITAR) and any other applicable US export laws and regulations. As an institution of higher learning, TEXAS A&M typically does not take receipt of export controlled goods, technical data, services or technology ("Materials") except as may be specifically agreed by TEXAS A&M. VENDOR agrees that it will not provide or make accessible to TEXAS A&M any export controlled Materials without first informing TEXAS A&M of the export-controlled nature to the Materials and obtaining from TEXAS A&M its written consent to accept such Materials as well as any specific instructions for delivering controlled Materials to TEXAS A&M. VENDOR agrees to obtain government approval or export license if required from the appropriate US Government agency and to share that information with TEXAS A&M prior to delivery of such Materials. In the event that any purchased item is export controlled under the U.S. Export Control Regulations, VENDOR shall provide TEXAS A&M with the export control classification and failure to do so may result in the cancellation of the respective purchase order or agreement.
13. **SUSTAINABILITY.** TEXAS A&M is committed to campus sustainability initiatives. Support of these initiatives necessarily includes the purchase of goods and services that minimize the impact on the environment to the greatest extent possible. TEXAS A&M requests VENDOR's assistance in campus sustainability initiatives by informing in any bid response, or other discussions, of VENDOR's sustainability practices or environmentally sustainable product offerings. For example, alternative products available from VENDOR which may be recyclable or reusable, end of life (obsolescence) return of equipment to VENDOR, energy-saving devices, return to VENDOR of shipping containers, packaging or like excess materials.
14. **STATE CONTRACTING.** VENDOR agrees to the following state contracting requirements All references to "Agreement" shall also mean the Terms and Conditions herein and any Purchase Order issued which includes reference to the Terms and Conditions. TEXAS A&M and VENDOR may be individually referred to as "Party" or collectively referred to as "Parties."
- 14.1 **Compliance with Laws.** Each Party hereto shall comply with all federal, state, and local laws, rules, and regulations applicable to the performance of its obligations under this Agreement.
- 14.2 **Prompt Pay.** TEXAS A&M's payment shall be made in accordance with Chapter 2251, *Texas Government Code* ("the Texas Prompt Payment Act"), which shall govern remittance of payment and remedies for late payment and non-payment.
- 14.3 **State Auditor's Office.** VENDOR understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*. VENDOR agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. VENDOR will include this provision in all contracts with permitted subcontractors.
- 14.4 **Payment of Debt or Delinquency to the State.** Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*,

VENDOR agrees that any payments owing to VENDOR under this Agreement may be applied directly toward certain debts or delinquencies that VENDOR owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

- 14.5 **Loss of Funding.** Performance by TEXAS A&M under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, TEXAS A&M will issue written notice to VENDOR and TEXAS A&M may terminate this Agreement without further duty or obligation hereunder. VENDOR acknowledges that appropriation of funds is beyond the control of TEXAS A&M. In the event of a termination or cancellation under this Section, TEXAS A&M will not be liable to VENDOR for any damages that are caused or associated with such termination or cancellation.

- 14.6 **Public Information.** VENDOR acknowledges that TEXAS A&M is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon TEXAS A&M's written request, and at no cost to TEXAS A&M, VENDOR will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of TEXAS A&M in a non-proprietary format acceptable to TEXAS A&M that is accessible by the public. VENDOR acknowledges that TEXAS A&M may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*. The requirements of Subchapter J, Chapter 552, *Texas Government Code*, may apply to this Agreement and VENDOR agrees that this Agreement can be terminated if VENDOR knowingly or intentionally fails to comply with a requirement of that subchapter.

- 14.7 **Dispute Resolution.** To the extent that Chapter 2260, *Texas Government Code* is applicable to this Agreement, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TEXAS A&M and VENDOR to attempt to resolve any claim for breach of contract made by VENDOR that cannot be resolved in the ordinary course of business. VENDOR shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer of TEXAS A&M, who shall examine VENDOR's claim and any counterclaim and negotiate with VENDOR in an effort to resolve the claim. This provision and nothing in this Agreement waives TEXAS A&M's sovereign immunity to suit or liability, and TEXAS A&M has not waived its right to seek redress in the courts.

- 14.8 **Access to Agency Data.** If applicable, Pursuant to Section 2054.138, *Texas Government Code*, VENDOR shall implement and maintain appropriate administrative, technical, and physical security measures, including without limitation, the security controls available at <https://it.tamu.edu/policy/it-policy/controls-catalog/index.php>, as may be amended from time to time (the "Security Controls"), to safeguard and preserve the confidentiality, integrity, and availability of TEXAS A&M's data. VENDOR shall periodically provide TEXAS A&M with evidence of its compliance with the Security Controls within thirty (30) days of TEXAS A&M's request.

- 14.9 **Data Privacy.** VENDOR shall hold TEXAS A&M's data in confidence. VENDOR shall only use or disclose TEXAS A&M's data for the purpose of fulfilling VENDOR's obligations under this Agreement, as required by law, or as otherwise authorized in writing by TEXAS A&M. VENDOR shall restrict disclosure of TEXAS A&M's data solely to those employees, subcontractors or agents of VENDOR that have a need to access the TEXAS A&M's data in order for VENDOR to perform its obligations under this Agreement. VENDOR shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on VENDOR in this Agreement.

VENDOR shall, within two (2) business days of discovery, report to TEXAS A&M any use or disclosure of TEXAS A&M's data not authorized by this Agreement or in writing by TEXAS A&M. TEXAS A&M's designated contact for breaches shall be Help Desk Central (helpdesk@tamu.edu; (979) 845-8300). Help Desk Central can be contacted 24/7. Security breach investigation reports shall be provided to the designated contact for TEXAS A&M and TEXAS A&M's Chief Information Security Officer (ciso@tamu.edu).

VENDOR's report must identify: (a) the nature of the unauthorized use or disclosure, (b) the TEXAS A&M data used or disclosed, (c) who made the unauthorized use or received the unauthorized disclosure, (d) what VENDOR has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (e) what corrective action VENDOR has taken or will take to prevent future similar unauthorized use or disclosure. VENDOR shall provide such other information, including a written report, as reasonably requested by TEXAS A&M. VENDOR must promptly notify TEXAS A&M of any legal request for TEXAS A&M's data from a third party and take (and assist TEXAS A&M in taking) appropriate steps not to disclose such TEXAS A&M data.

Within thirty (30) days of the expiration or termination of this Agreement, VENDOR, as directed by TEXAS A&M, shall return all TEXAS A&M data to TEXAS A&M in its possession (or in the possession of any of its subcontractors or agents) or delete all such TEXAS A&M data if return is not feasible. VENDOR shall provide TEXAS A&M with at least ten (10) days' written notice of VENDOR's intent to delete such TEXAS A&M data, and shall confirm such deletion in writing.

- 14.10 **FERPA.** If applicable, for purposes of the Family Educational Rights and Privacy Act ("FERPA"), TEXAS A&M hereby designates VENDOR as a school official with a legitimate educational interest in any education records (as defined in FERPA) that VENDOR is required to create, access, receive, or maintain in order to fulfill its obligations under this Agreement. VENDOR shall comply with FERPA as to any such education records and is prohibited from redisclosure of the education records except as provided for in this Agreement or otherwise authorized by FERPA or TEXAS A&M in writing. VENDOR is only permitted to use the education records for the purpose of fulfilling its obligations under this Agreement and shall restrict disclosure of the education records solely to those employees, subcontractors or agents who have a need to access the education records for such purpose. VENDOR shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on VENDOR in this Section, including without limitation, the prohibition on redisclosure.
- 14.11 **Payment Card Industry (PCI) Compliance.** If applicable, for purposes of this Agreement, "PCI DSS" means the most current version of the Payment Card Industry Data Security Standard administered by the Payment Card Industry Security Standards Council. VENDOR acknowledges and agrees that it is responsible for the security of cardholder data it possesses or otherwise stores, processes or transmits on behalf of TEXAS A&M, or to the extent that VENDOR could impact the security of the cardholder data environment.

VENDOR represents and warrants that, as of the Effective Date of this Agreement, it has complied with all PCI DSS requirements and has performed the necessary steps to validate its compliance with PCI DSS. VENDOR shall maintain such compliance for the Term of this Agreement and send documentation of its most recent validation of compliance to TEXAS A&M annually during the Term of this Agreement. In the event that VENDOR learns that it is no longer PCI DSS compliant, VENDOR will notify TEXAS A&M within two (2) business days of discovery and immediately remediate such non-compliance.

VENDOR acknowledges that unauthorized access to the cardholder data environment (a "cardholder data breach") resulting from a lapse in VENDOR's security obligations is grounds for early termination of this Agreement, without

penalty and with immediate effect, at TEXAS A&M's discretion. VENDOR agrees to comply with all laws, rules, and regulations applicable to cardholder data services, including without limitation, those laws requiring notification of individuals in the event of a cardholder data breach.

VENDOR agrees to indemnify and hold harmless TEXAS A&M from and against any third-party claims, damages, or other harm related to a cardholder data breach. This provision survives termination of this Agreement.

- 14.12 **Cybersecurity Training Program.** If applicable, Pursuant to Section 2054.5192, *Texas Government Code*, VENDOR's employees, officers, and subcontractors who have access to Texas A&M's computer system and/or database must complete a cybersecurity training program certified under Section 2054.519, *Texas Government Code*, and selected by TEXAS A&M. The cybersecurity training program must be completed by VENDOR's employees, officers, and subcontractors during the Term and any renewal period of this Agreement. VENDOR shall verify completion of the program in writing to TEXAS A&M within the first thirty (30) calendar days of the Term and any renewal period of this Agreement. VENDOR acknowledges and agrees that its failure to comply with the requirements of this paragraph are grounds for TEXAS A&M to terminate this Agreement for cause.

- 14.13 **Access by Individuals with Disabilities.** If applicable, VENDOR represents and warrants that the electronic and information resources and all associated information, documentation, and support that it provides to TEXAS A&M under this Agreement (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the *Texas Administrative Code* and Title 1, Chapter 206 of the *Texas Administrative Code* (as authorized by Chapter 2054, Subchapter M of the *Texas Government Code*) (the "EIR Accessibility Warranty"). VENDOR shall provide TEXAS A&M with a Voluntary Product Accessibility Template ("VPAT") or similarly-formatted document attesting to the accessible features and capabilities of the EIRs. TEXAS A&M may test the EIR to ensure the accuracy of the VPAT response regarding conformance with the EIR Accessibility Warranty. If VENDOR becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, VENDOR shall, at no cost to TEXAS A&M, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that VENDOR fails or is unable to do so, TEXAS A&M may immediately terminate this Agreement, and VENDOR will refund to TEXAS A&M all amounts paid by TEXAS A&M under this Agreement within thirty (30) days following the effective date of termination.

- 14.14 **Cloud Computing Services.** If applicable, VENDOR certifies that it complies with the then-current requirements of the risk and authorization management program established by the Texas Department of Information Resources ("TX-RAMP"). Pursuant to Section 2054.0593, *Texas Government Code*, VENDOR shall maintain TX-RAMP compliance and certification, as may be amended from time to time, throughout the Term, including any renewal term of this Agreement. VENDOR shall provide TEXAS A&M with evidence of its TX-RAMP compliance and certification within thirty (30) days of TEXAS A&M's request and at least thirty (30) days prior to the start of any renewal term of this Agreement. In the event that VENDOR fails to maintain TX-RAMP compliance and certification throughout the Term, including any Renewal Term, TEXAS A&M may immediately terminate this Agreement, and VENDOR will provide a refund to TEXAS A&M of any prepaid fees.

- 14.15 **Vendor Access.** If applicable, VENDOR hereby acknowledges responsibility to comply with all applicable TEXAS A&M policies, rules, standards, practices, and agreements, including but not limited to: safety policies, privacy policies, security policies, auditing policies, software licensing policies, acceptable use policies, and nondisclosure as required by TEXAS A&M.

For purposes of this section concerning Vendor Access, Confidential Information is defined as information that must be protected from unauthorized disclosure or public release based on state or federal law or other legally binding agreement and may include but is not limited to the following: personally identifiable information (social security number and/or financial account numbers, student education records); intellectual property (as set forth in Section 51.914 of the *Texas Education Code*); and medical records. Mission Critical Information is information that is defined by TEXAS A&M to be essential to the continued performance of the mission of TEXAS A&M, the unavailability of which would result in consequences to TEXAS A&M.

In the event VENDOR should obtain or be granted access to Confidential and/or Mission Critical Information of TEXAS A&M ("TEXAS A&M Information"), VENDOR will keep and protect TEXAS A&M Information confidential to no less than the same degree of care as required by TEXAS A&M policies, rules and procedures. At the expiration or early termination of this Agreement, VENDOR agrees to return all TEXAS A&M Information or agrees to provide adequate certification that the TEXAS A&M Information has been destroyed. VENDOR, its employees, agents, contractors, and subcontractors shall use the TEXAS A&M Information solely in connection with performance by VENDOR of the services provided to TEXAS A&M pursuant to this Agreement, and for no other purpose. Should VENDOR, its employees, agents, contractors, or subcontractors acquire other TEXAS A&M Information during the course of this Agreement, it shall not be used for VENDOR's own purposes or divulged to third parties. VENDOR shall comply with all terms and conditions of any TEXAS A&M non-disclosure agreement applicable to this Agreement. Failure to comply with the requirement not to release information, except for the sole purpose stated above, will result in cancellation of this Agreement and the eligibility for VENDOR to receive any TEXAS A&M Information from TEXAS A&M for a period of not less than five (5) years.

Both Parties shall each provide contact information for specific individuals. Should the designated contact for either Party need to be changed, the new contact information shall be updated and provided to the respective Parties within 24 hours of any staff changes. Should VENDOR have a need to access TEXAS A&M's designated contact. Further, VENDOR is responsible for reporting all security breaches directly to TEXAS A&M. TEXAS A&M's designated contact for breaches shall be Help Desk Central (helpdesk@tamu.edu; (979) 845-8300). Help Desk Central can be contacted 24/7. Security breach investigation reports shall be provided to the designated contact for TEXAS A&M and TEXAS A&M's Chief Information Security Officer (ciso@tamu.edu).

- 14.16 **Buy Texas.** VENDOR agrees that in accordance with Section 2155.4441, *Texas Government Code*, in performing its duties and obligations under this Agreement, VENDOR will purchase products and materials produced in Texas when such products and materials are available at a price and time comparable to products and materials produced outside of Texas.

- 14.17 **HUB Subcontracting Plan.** It is the policy of the State of Texas and TEXAS A&M to encourage the use of Historically Underutilized Businesses ("HUB") in our contracts, purchasing transactions and through subcontracting opportunities. The goal of the HUB program is to promote equal access and equal opportunity to HUB vendors in TEXAS A&M contracting and purchasing. When applicable, VENDOR will use good faith efforts to subcontract work performed under this Agreement in accordance with a TEXAS A&M HUB subcontracting plan ("HSP"). Except as specifically provided in the HSP, VENDOR will not subcontract any of its duties or obligations under this Agreement, in whole or in part. Furthermore, VENDOR will comply with all of its duties and obligations under Section 20.285 of the *Texas Administrative Code*.

- 14.18 **Insurance.** VENDOR shall obtain and maintain, for the duration of this Agreement, the minimum insurance coverage set forth in the solicitation document.

14.19 **Prohibited Agreements.** VENDOR recognizes that as a state agency, TEXAS A&M may not award contracts as outlined below.

- a. **Compensation for Preparing Bids.** TEXAS A&M cannot award a contract if such contract includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the bid or contract is based. Under Section 2155.004, *Texas Government Code*, VENDOR certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
- b. **Disaster Related Contracts.** TEXAS A&M cannot award a contract if such contract involves financial participation by a person who, during the previous five years, has been convicted of violating federal law or assessed a penalty in a federal, civil, or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, Hurricane Katrina or any other disaster occurring after September 24, 2005. Under Section 2155.006, *Texas Government Code*, VENDOR certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
- c. **Involvement in Human Trafficking.** TEXAS A&M cannot award a contract if such contract includes financial participation by a person, who, during the five-year period preceding the date of the contract, has been convicted of any offense related to the direct support or promotion of human trafficking. Under Section 2155.0061, *Texas Government Code*, VENDOR certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

14.20 **Delinquent Child Support Obligations.** 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 receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. Under Section 231.006, *Texas Family Code*, VENDOR certifies that it is not ineligible to receive the payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

14.21 **Certification Regarding Boycotting Israel.** To the extent that Chapter 2271, *Texas Government Code*, is applicable to this Agreement, VENDOR certifies that (a) it does not currently boycott Israel, and (b) it will not boycott Israel during the Term of this Agreement. VENDOR acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

14.22 **Certification Regarding Business with Certain Countries and Organizations.** To the extent that Subchapter F, Chapter 2252, *Texas Government Code*, is applicable to this Agreement, VENDOR certifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. VENDOR acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

14.23 **Certification as to Discrimination Against Firearm Entities.** To the extent that Chapter 2274, *Texas Government Code*, is applicable to this Agreement, VENDOR verifies that (a) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade

association, and (b) it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. VENDOR acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate.

14.24 **Certification as to Boycotting Energy Companies.** To the extent that Chapter 2274, *Texas Government Code*, is applicable to this Agreement, VENDOR verifies that (a) it does not boycott energy companies, and (b) it will not boycott energy companies during the term of this Agreement. VENDOR acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate.

14.25 **Franchise Tax Certification.** If VENDOR is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then VENDOR certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that VENDOR is exempt from the payment of franchise (margin) taxes.

14.26 **Prior Employment.** VENDOR acknowledges that Section 2252.901, *Texas Government Code*, prohibits TEXAS A&M from using state appropriated funds to enter into an employment contract, a professional services contract under Chapter 2254, or a consulting services contract under Chapter 2254 with individual who has been previously employed by TEXAS A&M during the twelve (12) month period immediately prior to the effective date of the Agreement. If VENDOR is an individual, by signing this Agreement, VENDOR represents and warrants that it is not a former or retired employee of TEXAS A&M that was employed by TEXAS A&M during the twelve (12) month period immediately prior to the effective date of the Agreement.

14.27 **Conflict of Interest.** VENDOR certifies, to the best of their knowledge and belief, that no member of the A&M System Board of Regents, or any officer of TEXAS A&M or the A&M System, has a direct or indirect financial interest in VENDOR or in the transaction that is the subject of this Agreement.

14.28 **Not Eligible for Rehire.** VENDOR is responsible for ensuring that its employees involved in any work being performed for TEXAS A&M under this Agreement have not been designated as "Not Eligible for Rehire" as defined in A&M System policy 32.02, Discipline and Dismissal of Employees, Section 4 ("NEFR Employee"). In the event TEXAS A&M becomes aware that VENDOR has a NEFR Employee involved in any work being performed under this Agreement, TEXAS A&M will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by TEXAS A&M.

14.29 **Use of Name.** Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading.

14.30 **Independent Contractor.** Notwithstanding any provision of this Agreement to the contrary, the Parties hereto are independent contractors. No employer-employee, partnership, agency, or joint venture relationship is created by this Agreement or by VENDOR's service to TEXAS A&M. As an independent contractor, VENDOR is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers' compensation insurance. Except as specifically required under the terms of this Agreement, VENDOR (and its representatives, agents, employees, and subcontractors) will not represent themselves to be an agent or representative of TEXAS A&M or the A&M System.

14.31 **Non-Assignment.** VENDOR shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of TEXAS A&M.

14.32 **Representations & Warranties.** If VENDOR is a business entity, VENDOR warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of VENDOR has been duly authorized to act for and bind VENDOR.

14.33 **Force Majeure.** Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

14.34 **Governing Law.** The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.

14.35 **Venue.** Pursuant to Section 85.18(b), *Texas Education Code*, mandatory venue for all legal proceedings against TEXAS A&M is to be in the county in which the principal office of TEXAS A&M's governing officer is located.

14.36 **Limitations.** As an agency of the state of Texas, there are constitutional and statutory limitations on the authority of TEXAS A&M to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on TEXAS A&M's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Terms and conditions related to the Limitations will not be binding on TEXAS A&M except to the extent authorized by the Constitution and the laws of the State of Texas. Neither the execution of this Agreement by TEXAS A&M nor any other conduct, action, or inaction of any representative of TEXAS A&M relating to this Agreement constitutes or is intended to constitute a waiver of TEXAS A&M's or the state's sovereign immunity.

14.37 **Severability.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designated by such law or by regulation.

14.38 **Survival.** Any provision of this Agreement that may reasonably be interpreted as being intended by the Parties to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

14.39 **Entire Agreement.** This Agreement constitutes the entire and only agreement between the Parties hereto and supersedes any prior understanding, written or oral agreements between the Parties, or "side deals" which are not described in this Agreement. This Agreement may be amended only by a subsequent written agreement signed by authorized representatives of both Parties.

TEXAS A&M UNIVERSITY (Texas A&M)

GENERAL TERMS AND CONDITIONS FOR DELIVERY, INSTALLATION, START-UP AND TRAINING

1. GENERAL:

- 1.1 Texas A&M and the vendor are referred to throughout these terms and conditions. The vendor is the individual, firm, corporation or any combination thereof performing this installation for Texas A&M.
- 1.2 The bidder shall carefully examine these terms and conditions and secure from Texas A&M additional information, if necessary, that may be requisite to a clear and full understanding of the work.
- 1.3 All delivery, installation, start-up and training by the vendor shall be performed between the hours of 8:00 A.M. and 5:00 P.M., unless otherwise specified, or agreed upon, and only on working days observed by Texas A&M. These working days are usually Monday through Friday of each week.
- 1.4 The vendor shall be responsible for damage to Texas A&M's equipment and/or the workplace and its contents, by its work, negligence in work, and/or its personnel equipment. The vendor shall be responsible and liable for the safety, injury and health of its working personnel while its employees are performing delivery, installation, start-up and training.
- 1.5 The vendor shall provide all labor and equipment necessary to perform delivery, installation, start-up and training. All employees of the vendor shall be no less than 17 years of age, and shall be experienced in the type of work performed. No visitors, wives, husbands or children of the vendor's employees will be allowed in the workplace during working hours, unless they are bonafide employees of the vendor.
- 1.6 The vendor shall at all times have a minimum of one (1) English speaking employee on the job and all employees shall be well-groomed and appropriately dressed at all times when on duty.
- 1.7 Texas A&M is committed to maintaining an alcohol and drug free workplace. Possession, use or being under the influence of alcohol or controlled substances by vendor's employees while in the performance of delivery, installation, start-up and training is prohibited. Violation of this requirement shall constitute grounds for termination of this purchase. In addition, vendor employees shall observe Texas A&M's smoking policy.
- 1.8 It is the intent of Texas A&M to purchase goods, equipment, and services having the least adverse environmental impact, within the constraints of statutory purchasing requirements, departmental need's, availability, and sound economical considerations. Suggested changes and environmental enhancements for possible inclusion in future revisions of these terms and conditions are encouraged.
- 1.9 All parts not specifically mentioned in the Invitation For Bid which are necessary for the system to be complete and ready for operation, or which are normally furnished as standard equipment shall be furnished by the successful bidder. All parts shall conform in strength, quality and workmanship to the accepted Standard of the Industry.
- 1.10 The system provided shall meet or exceed all Federal and State of Texas Safety, Health, Lighting, and Noise Regulations, and Standards in effect and applicable to equipment furnished at the time of manufacture.

2. ABANDONMENT OR DEFAULT:

- 2.1 A vendor who abandons or defaults the delivery, installation, start-up and training work and causes this purchase to be rebid will not be considered for future bids.
- 2.2 This purchase will be void if sold, transferred or assigned to another company without written approval from Texas A&M. Written notification of changes to company name, address, telephone number, etc. should be given to Texas A&M as soon as possible but not later than 30 days from date of change.

3. RESPONSIBILITY FOR DAMAGE CLAIMS:

- 3.1 The vendor agrees to indemnify and save harmless Texas A&M, its agents and employees from all suites, action or claims and from all liability and damages for any and all injuries or damages sustained by any person or property in consequence of any neglect in the performance of the delivery, installation, start-up and training by the vendor and from any claims or amounts arising or recovered under the "Workers Compensation Laws", Chapter 101, VTCA, Civil Practice and Remedies Code, or any other laws. Vendor further so indemnify and be responsible for all damages or injury from any act, omission, neglect or misconduct of the vendor, his/her agent and employees, in the manner or method of executing the work; or from failure to properly execute the work; or from defective work or materials. Vendor shall not be released from these responsibilities until all claims have been settled and suitable evidence to that effect furnished to Texas A&M.

4. APPLICABLE LAWS:

4.1 The laws of the State of Texas shall govern this purchase, delivery, installation, start-up and training.

5. COMPLIANCE WITH LAWS:

5.1 The vendor shall comply with all Federal, State and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of this delivery, installation, start-up and training including without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the vendor shall furnish Texas A&M with satisfactory proof of its compliance therewith.

6. COMPLIANCE:

6.1 Delivery, installation, start-up and training shall be done in accordance with industry standards and any specifications listed on the Invitation For Bid.

7. INSURANCE: Where the Seller is required to provide labor for work on the premises, or for the delivery setting or installation of any furniture, appliance or equipment, he and his subcontractors shall carry adequate Property Damage and Public Liability Insurance, also Workmen's Compensation and Employer's Liability Insurance in statutory amounts. Upon request, he shall furnish the Owner a certificate of compliance before starting work on the job. Amounts of insurance required shall be per schedule below:

[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:

Coverage	Limit
A. Worker's Compensation	
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 Insureds 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.

Voluntary Product Accessibility Template® (VPAT®)

Revised Section 508 Edition

Version 2.4Rev

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About This Document

The VPAT is provided in four editions based on the standards/guidelines being evaluated. The editions are WCAG, Revised 508, EN 301 549 and International, which includes all of the standards.

This is the Revised Section 508 edition of the VPAT. It includes the following standards/guidelines:

- [Web Content Accessibility Guidelines 2.0](#)
- [Revised Section 508 standards published January 18, 2017 and corrected January 22, 2018](#)

If you need a different combination of standards/guidelines, use the appropriate alternate edition of the VPAT found on the [ITI Accessibility web page](#).

This document is broken into two main sections:

- Essential Requirements and Best Practices for using the VPAT® to complete an Accessibility Conformance Report (the instructions)
- The VPAT

Please carefully review the Essential Requirements and Best Practices sections before using the VPAT to create an Accessibility Conformance Report.

The purpose of these instructions is to promote accurate and consistent reporting of product accessibility information.

The VPAT is a template used to document a product's conformance with accessibility standards and guidelines. The purpose of the Accessibility Conformance Report is to assist customers and buyers in making preliminary assessments regarding the availability of commercial "Electronic and Information Technology," also referred to as "Information and Communication Technology" (ICT) products and services with features that support accessibility.

The Information Technology Industry Council (ITI) provides the VPAT. Use of the template and service mark does not require membership in ITI.

Essential Requirements and Best Practices for Information & Communications Technology (ICT) Vendors

This section provides guidance for reporting product conformance for major accessibility standards and guidelines using the VPAT® to produce the Accessibility Conformance Report. Deviating from these guidelines precludes vendors from referencing the template by name and/or the VPAT acronym.

Getting Started

1. Before creating a report, read all of the materials provided in this document.
2. Determine which accessibility standards/guidelines will be included in the Accessibility Conformance Report and use the appropriate VPAT file.
3. It is the vendor's responsibility to maintain the integrity of the data in the report.

Essential Requirements for Authors

The following are the minimum requirements to produce an Accessibility Conformance Report based on the VPAT®.

1. The VPAT name and template are registered service marks of ITI. Use of the VPAT template and name requires the inclusion of the registered service mark (i.e., "VPAT®"). Users of the VPAT agree not to deviate from the Essential Requirements for Authors.
2. The template file can be used as is or replicated in a different delivery format, for example as HTML or PDF. The final conformance report must be accessible.
3. A report must contain the following content at a minimum:
 - **Report Title** – In the heading format of "[Company Name] Accessibility Conformance Report"
 - **VPAT Heading Information** – Template version
 - **Name of Product/Version** – Name of Product being reported, including product version identifier if necessary

- **Report Date** – Date of report publication. At a minimum, provide the month and year of the report publication. For example, “May 2016”. If date is included, ensure it is clear “4 May 2016” or “May 4, 2016”.
- **Product Description** – A brief description of the product
- **Contact Information** – Contact Information for follow-up questions. Listing an email is sufficient.
- **Notes** – Any details or further explanation about the product or the report. This section may be left blank.
- **Evaluation Methods Used** – Include a description of evaluation methods used to complete the VPAT for the product under test.
- **Applicable Standards/Guidelines** – A clear indication of which Standards/Guidelines this Conformance Report covers.
 - The list must include only the Standards/Guidelines used to evaluate the product.
 - The applicable Standards/Guidelines that are included in this VPAT edition are:
 - [Web Content Accessibility Guidelines 2.0](#) or WCAG 2.0 (ISO/IEC 40500)
 - [Revised Section 508 standards](#) – the U.S. Federal accessibility standard for ICT Products, published by the U.S. Access Board in the Federal Register on January 18, 2017 and corrected on January 22, 2018
 - If other Standards/Guidelines are reported, then use the appropriate VPAT edition.
 - This information can be in a table format at the top of the report with the table heading ‘Standards/Guidelines’ and the reported Standards/Guidelines identified. This information can alternatively be supplied in the introductory text of the report. In the VPAT we have used a table as an example and listed “(yes / no)” for each standard/guideline. To indicate what the report covers leave the appropriate yes or no on each standard/guideline.
 - If multiple Standards or Guideline tables are included, each table must identify the Standard or Guideline that the criteria in that table represent.
- **Terms** – The report must list the definition of the terms used in the Conformance Level column. ITI recommends the following terms. If a vendor deviates from the ITI definitions, the vendor shall reference this change in the

heading Notes section. If a term is not used it can be removed from the list.
The ITI definitions are: This can only be used in WCAG 2.x Level AAA

- **Supports:** The functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation.
- **Partially Supports:** Some functionality of the product does not meet the criterion.
- **Does Not Support:** The majority of product functionality does not meet the criterion.
- **Not Applicable:** The criterion is not relevant to the product.

Note: When filling in the WCAG tables, a response may use 'Supports' where one might otherwise be inclined to use 'Not Applicable'. This is in keeping with [WCAG 2.0 Understanding Conformance](#): This means that if there is no content to which a success criterion applies, the success criterion is satisfied.

- **Not Evaluated:** The product has not been evaluated against the criterion. This can only be used in WCAG 2.x Level AAA.
 - **Tables for Each Standard or Guideline** – Tables showing the responses to the criteria.
4. WCAG Conformance Information – The answers in the WCAG success criteria are based on the level of conformance being reported (Level A, AA or AAA).
- These tables are used to answer:
 - Revised Section 508:
 - Chapter 5 Software
 - Chapter 6 Support Documentation
 - The selected levels of WCAG 2.0 Guidelines.
 - If using a summary table, due to answers applying to multiple criteria, when answering for the Revised Section 508, the answers need to be clear about which individual criteria the answer applies to. It is possible to either use a summary, selecting the worst case for the criteria, or to have separate answers or even tables for software, support documentation, authoring tools, etc., so long as the methodology used is made clear.
5. Remarks and Explanations – Detailed remarks should be provided in the Remarks and Explanations column to justify your answer in the Conformance Level column.
- When the conformance level is 'Partially Supports' or 'Does Not Support', the remarks should identify:

1. The functions or features with issues
 2. How they do not fully support
- If the criterion does not apply, explain why.
 - If an accessible alternative is used, describe it.
6. In the Section 508 tables, when subsections of criteria do not apply to the product, the section may be summarized or removed as long as an explanation is provided explaining why a criterion does not apply. Another alternative is to leave the table and add a summary why the section does not apply. For example, in Chapter 5 the criteria in 502 and 503 will not apply to a web only application, thus those sections can be removed with a summary in the notes for the chapter, or a row in the table.

Best Practices for Authors

ITI suggests that authors adopt the following best practices when using the VPAT® to create an Accessibility Conformance Report.

- **Branding Header:** Company logo or branding information
- **Report Date Changes:** If a report is revised, change the report date and explain the revision in the Notes section. Alternately, create a new report and explain in the Notes section that it supersedes an earlier version of the report.
- **Notes:** Add any notes applicable to product or the report
 - Additional information about the product version that the document references
 - Any revisions to the document
 - Links to any related documents
 - Additional information describing the product
 - Additional information about what the document does or does not cover
 - Information suggested by the [WCAG 2.0 Conformance Claim](#)
 - Information needed to satisfy ISO/IEC 17050-1:2004, Supplier's Declaration of Conformity
- **Evaluation Methods Used –** Information to enter may include the following:
 - Testing is based on knowledge of general product functionality (Instructional note: this would mean the tester knows how to use the common uses and flows of the product in addition to accessibility)

- Similar to another evaluated product
- Testing with assistive technologies
- Published test method (provide name, publisher, URL link)
- Vendor proprietary test method
- Other test method
- **Remarks and Explanations:** This section may include:
 - Information regarding the testing of a given criteria.
 - Information on application dependencies to support accessibility (e.g. OS, app frameworks, browsers recommended).
 - How the customer can find more information about accessibility issues. One method can be to include the bug ID where customers can call the company's customer support to get additional information.
 - Known workarounds for accessibility issues.
- **Legal Disclaimer:** Area for any legal disclaimer text required by your organization.
- **Report Size:** To reduce the size of the report it is acceptable to remove sections. Individual criteria cannot be removed, only sections at a time. Section removal is acceptable in four situations:
 - When an entire section is not being reported on because it does not apply to the product, for example:
 - Chapter 4: Hardware. Information should be included in the notes for that section why it has been removed.
 - A card reader that doesn't have sound could remove the criteria in section 413 Closed Caption Processing Technologies and just note the why the criteria doesn't apply.
 - If the product is not being evaluated for a level of the criteria (for example Level AAA) then that table may be deleted.
 - If a requesting customer has identified that a section of the standard does not apply, information should be included in the notes that the section has been removed.
- **WCAG 2.0 Tables:** The WCAG 2.0 criteria are shown in three tables, Level A, Level AA, and Level AAA.
 - If desired, these tables can be combined into one table.
 - When reporting on a level (A, AA or AAA) all criteria for that level must be answered.

- **Language:** Translation to other languages is permitted.
- **Multiple Reports:** When using the VPAT to create an Accessibility Conformance Report for complex products it may be helpful to separate answers into multiple reports. For example, when a product is an Authoring Tool that also has web content and documentation. When multiple reports are used for a complex product, it is required to explain this and how to reach the other reports in the Notes section of each report.
- **Criteria Text:** To help conserve space in the ITI template only the criteria ID number and a short title have been included. Where possible, links have been included to the standard/guideline.
 - It is acceptable to add the full text of the criteria into the cell if desired to help with understanding.
 - The links to the standards/guidelines can be removed.
- **Ordering of Tables:** The order that the standard and guideline tables appear may be changed to facilitate reading. The current order is WCAG then Section 508. You can change this order to insert the WCAG criteria into the Section 508 tables.
- **Guideline Section Heading Rows in Tables:** The tables include heading rows to facilitate understanding the context of the criteria.
 - The cells in these rows do not require answers as indicated by "Heading cell – no response required."
 - It is optional to add a response if desired.
 - The shading of the row is also optional.
 - If removing the heading rows, edit the criteria titles so it's clear where they apply.

Posting the Final Document

- When publishing your Accessibility Conformance Report, be sure to remove the entire first 9 pages of this document, including the table of contents, introductory information and instructions.
- Check for each required item in the VPAT® document:
 - **[Company Name] Accessibility Conformance Report** (report title)
 - **(Based on VPAT® Version 2.4Rev)**
 - **Name of Product/Version**
 - **Report Date**

- **Product Description**
- **Contact Information**
- **Notes**
- **Evaluation Methods Used**
- **Applicable Standards/Guidelines**
- **Terms**
- **Tables for Each Standard or Guideline**
 - Check that there is a response for each criterion for 'Conformance Level' and 'Remarks and Explanations.'
- Verify that the final document is accessible.
- Post your final document on your company's web site, or make the document available to customers upon request.

Table Information for VPAT® Readers

For each of the standards, the criteria are listed by chapter in a table. The structures of the tables are: the first column contains the criteria being evaluated, the second column describes the level of conformance of the product regarding the criteria and the third column contains any additional remarks and explanations regarding the product.

- When sections of criteria do not apply, or are deemed by the customer as not applicable, the section is noted as such and the rest of that table may be removed for that section.
- When multiple standards are being recorded in this document, the duplicative sections are noted and responded to only one time. The duplicate entry will note the cross reference to the data.

[Company] Accessibility Conformance Report

Revised Section 508 Edition

(Based on VPAT® Version 2.4Rev)

Name of Product/Version:

Report Date:

Product Description:

Contact Information:

Notes:

Evaluation Methods Used:

Applicable Standards/Guidelines

This report covers the degree of conformance for the following accessibility standard/guidelines:

Standard/Guideline	Included In Report
Web Content Accessibility Guidelines 2.0	Level A (Yes) Level AA (Yes) Level AAA (No)
Revised Section 508 standards published January 18, 2017 and corrected January 22, 2018	(Yes)

Terms

The terms used in the Conformance Level information are defined as follows:

- **Supports:** The functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation.
- **Partially Supports:** Some functionality of the product does not meet the criterion.
- **Does Not Support:** The majority of product functionality does not meet the criterion.
- **Not Applicable:** The criterion is not relevant to the product.
- **Not Evaluated:** The product has not been evaluated against the criterion. This can be used only in WCAG 2.0 Level AAA.

WCAG 2.0 Report

Tables 1 and 2 also document conformance with Revised Section 508:

- Chapter 5 – 501.1 Scope, 504.2 Content Creation or Editing
- Chapter 6 – 602.3 Electronic Support Documentation

Note: When reporting on conformance with the WCAG 2.0 Success Criteria, they are scoped for full pages, complete processes, and accessibility-supported ways of using technology as documented in the [WCAG 2.0 Conformance Requirements](#).

Table 1: Success Criteria, Level A

Notes:

Criteria	Conformance Level	Remarks and Explanations
<u>1.1.1 Non-text Content</u> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<u>1.2.1 Audio-only and Video-only (Prerecorded)</u> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<u>1.2.2 Captions (Prerecorded)</u> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<u>1.2.3 Audio Description or Media Alternative (Prerecorded)</u> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<u>1.3.1 Info and Relationships</u> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) 	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:

Criteria	Conformance Level	Remarks and Explanations
<ul style="list-style-type: none"> 602.3 (Support Docs) 		
<u>1.3.2 Meaningful Sequence</u> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<u>1.3.3 Sensory Characteristics</u> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<u>1.4.1 Use of Color</u> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<u>1.4.2 Audio Control</u> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<u>2.1.1 Keyboard</u> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<u>2.1.2 No Keyboard Trap</u> (Level A)	Web:	Web:

Criteria	Conformance Level	Remarks and Explanations
Also applies to: Revised Section 508 <ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 	Electronic Docs: Software: Authoring Tool:	Electronic Docs: Software: Authoring Tool:
<u>2.2.1 Timing Adjustable</u> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<u>2.2.2 Pause, Stop, Hide</u> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<u>2.3.1 Three Flashes or Below Threshold</u> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<u>2.4.1 Bypass Blocks</u> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> 501 (Web)(Software) – Does not apply to non-web software 504.2 (Authoring Tool) 602.3 (Support Docs) – Does not apply to non-web docs 	Web: Electronic Docs: Authoring Tool:	Web: Electronic Docs: Authoring Tool:
<u>2.4.2 Page Titled</u> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> 501 (Web)(Software) 	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:

Criteria	Conformance Level	Remarks and Explanations
<ul style="list-style-type: none"> 504.2 (Authoring Tool) 602.3 (Support Docs) 		
2.4.3 Focus Order (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
2.4.4 Link Purpose (In Context) (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
3.1.1 Language of Page (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
3.2.1 On Focus (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
3.2.2 On Input (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:

Criteria	Conformance Level	Remarks and Explanations
<u>3.3.1 Error Identification</u> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<u>3.3.2 Labels or Instructions</u> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<u>4.1.1 Parsing</u> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<u>4.1.2 Name, Role, Value</u> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:

Table 2: Success Criteria, Level AA

Notes:

Criteria	Conformance Level	Remarks and Explanations
<u>1.2.4 Captions (Live)</u> (Level AA) Also applies to:	Web: Electronic Docs:	Web: Electronic Docs:

Criteria	Conformance Level	Remarks and Explanations
Revised Section 508 <ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 	Software: Authoring Tool:	Software: Authoring Tool:
1.2.5 Audio Description (Prerecorded) (Level AA) Also applies to: Revised Section 508 <ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
1.4.3 Contrast (Minimum) (Level AA) Also applies to: Revised Section 508 <ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
1.4.4 Resize text (Level AA) Also applies to: Revised Section 508 <ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
1.4.5 Images of Text (Level AA) Also applies to: Revised Section 508 <ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
2.4.5 Multiple Ways (Level AA) Also applies to: Revised Section 508 <ul style="list-style-type: none"> 501 (Web)(Software) – Does not apply to non-web software 504.2 (Authoring Tool) 	Web: Electronic Docs: Authoring Tool:	Web: Electronic Docs: Authoring Tool:

Criteria	Conformance Level	Remarks and Explanations
<ul style="list-style-type: none"> 602.3 (Support Docs) – Does not apply to non-web docs 		
2.4.6 Headings and Labels (Level AA) Also applies to: Revised Section 508 <ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
2.4.7 Focus Visible (Level AA) Also applies to: Revised Section 508 <ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
3.1.2 Language of Parts (Level AA) Also applies to: Revised Section 508 <ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
3.2.3 Consistent Navigation (Level AA) Also applies to: Revised Section 508 <ul style="list-style-type: none"> 501 (Web)(Software) – Does not apply to non-web software 504.2 (Authoring Tool) 602.3 (Support Docs) – Does not apply to non-web docs 	Web: Electronic Docs: Authoring Tool:	Web: Electronic Docs: Authoring Tool:
3.2.4 Consistent Identification (Level AA) Also applies to: Revised Section 508 <ul style="list-style-type: none"> 501 (Web)(Software) – Does not apply to non-web software 504.2 (Authoring Tool) 602.3 (Support Docs) – Does not apply to non-web docs 	Web: Electronic Docs: Authoring Tool:	Web: Electronic Docs: Authoring Tool:
3.3.3 Error Suggestion (Level AA)	Web:	Web:

Criteria	Conformance Level	Remarks and Explanations
Also applies to: Revised Section 508 <ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 	Electronic Docs: Software: Authoring Tool:	Electronic Docs: Software: Authoring Tool:
3.3.4 Error Prevention (Legal, Financial, Data) (Level AA) Also applies to: Revised Section 508 <ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:

Table 3: Success Criteria, Level AAA

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.2.6 Sign Language (Prerecorded) (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
1.2.7 Extended Audio Description (Prerecorded) (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
1.2.8 Media Alternative (Prerecorded) (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
1.2.9 Audio-only (Live) (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
1.4.6 Contrast (Enhanced) (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
1.4.7 Low or No Background Audio (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
1.4.8 Visual Presentation (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
1.4.9 Images of Text (No Exception) (Level AAA)	Web:	Web:

Criteria	Conformance Level	Remarks and Explanations
Revised Section 508 – Does not apply		
2.1.3 Keyboard (No Exception) (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
2.2.3 No Timing (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
2.2.4 Interruptions (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
2.2.5 Re-authenticating (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
2.3.2 Three Flashes (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
2.4.8 Location (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
2.4.9 Link Purpose (Link Only) (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
2.4.10 Section Headings (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
3.1.3 Unusual Words (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
3.1.4 Abbreviations (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
3.1.5 Reading Level (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
3.1.6 Pronunciation (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
3.2.5 Change on Request (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
3.3.5 Help (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
3.3.6 Error Prevention (All) (Level AAA) Revised Section 508 – Does not apply	Web:	Web:

Revised Section 508 Report

Notes:

Chapter 3: [Functional Performance Criteria \(FPC\)](#)

Notes:

Criteria	Conformance Level	Remarks and Explanations
302.1 Without Vision		
302.2 With Limited Vision		
302.3 Without Perception of Color		
302.4 Without Hearing		
302.5 With Limited Hearing		
302.6 Without Speech		
302.7 With Limited Manipulation		
302.8 With Limited Reach and Strength		
302.9 With Limited Language, Cognitive, and Learning Abilities		

Chapter 4: [Hardware](#)

Notes:

Criteria	Conformance Level	Remarks and Explanations
402 Closed Functionality	Heading cell – no response required	Heading cell – no response required
402.1 General	Heading cell – no response required	Heading cell – no response required
402.2 Speech-Output Enabled	Heading cell – no response required	Heading cell – no response required
402.2.1 Information Displayed On-Screen		
402.2.2 Transactional Outputs		

Criteria	Conformance Level	Remarks and Explanations
402.2.3 Speech Delivery Type and Coordination		
402.2.4 User Control		
402.2.5 Braille Instructions		
402.3 Volume	Heading cell – no response required	Heading cell – no response required
402.3.1 Private Listening		
402.3.2 Non-private Listening		
402.4 Characters on Display Screens		
402.5 Characters on Variable Message Signs		
<u>403 Biometrics</u>	Heading cell – no response required	Heading cell – no response required
403.1 General		
<u>404 Preservation of Information Provided for Accessibility</u>	Heading cell – no response required	Heading cell – no response required
404.1 General		
<u>405 Privacy</u>	Heading cell – no response required	Heading cell – no response required
405.1 General		
<u>406 Standard Connections</u>	Heading cell – no response required	Heading cell – no response required
406.1 General		
<u>407 Operable Parts</u>	Heading cell – no response required	Heading cell – no response required
407.2 Contrast		
407.3 Input Controls	Heading cell – no response required	Heading cell – no response required
407.3.1 Tactilely Discernible		
407.3.2 Alphabetic Keys		
407.3.3 Numeric Keys		
407.4 Key Repeat		
407.5 Timed Response		
407.6 Operation		
407.7 Tickets, Fare Cards, and Keycards		
407.8 Reach Height and Depth	Heading cell – no response required	Heading cell – no response required
407.8.1 Vertical Reference Plane		
407.8.1.1 Vertical Plane for Side Reach		
407.8.1.2 Vertical Plane for Forward Reach		

Criteria	Conformance Level	Remarks and Explanations
407.8.2 Side Reach		
407.8.2.1 Unobstructed Side Reach		
407.8.2.2 Obstructed Side Reach		
407.8.3 Forward Reach		
407.8.3.1 Unobstructed Forward Reach		
407.8.3.2 Obstructed Forward Reach		
407.8.3.2.1 Operable Part Height for ICT with Obstructed Forward Reach		
407.8.3.2.2 Knee and Toe Space under ICT with Obstructed Forward Reach		
<u>408 Display Screens</u>	Heading cell – no response required	Heading cell – no response required
408.2 Visibility		
408.3 Flashing		
<u>409 Status Indicators</u>	Heading cell – no response required	Heading cell – no response required
409.1 General		
<u>410 Color Coding</u>	Heading cell – no response required	Heading cell – no response required
410.1 General		
<u>411 Audible Signals</u>	Heading cell – no response required	Heading cell – no response required
411.1 General		
<u>412 ICT with Two-Way Voice Communication</u>	Heading cell – no response required	Heading cell – no response required
<u>412.2 Volume Gain</u>	Heading cell – no response required	Heading cell – no response required
412.2.1 Volume Gain for Wireline Telephones		
412.2.2 Volume Gain for Non-Wireline ICT		
<u>412.3 Interference Reduction and Magnetic Coupling</u>	Heading cell – no response required	Heading cell – no response required
412.3.1 Wireless Handsets		
412.3.2 Wireline Handsets		
412.4 Digital Encoding of Speech		
412.5 Real-Time Text Functionality	Reserved for future	Reserved for future
412.6 Caller ID		
412.7 Video Communication		
<u>412.8 Legacy TTY Support</u>	Heading cell – no response required	Heading cell – no response required
412.8.1 TTY Connectability		

Criteria	Conformance Level	Remarks and Explanations
412.8.2 Voice and Hearing Carry Over		
412.8.3 Signal Compatibility		
412.8.4 Voice Mail and Other Messaging Systems		
<u>413 Closed Caption Processing Technologies</u>	Heading cell – no response required	Heading cell – no response required
413.1.1 Decoding and Display of Closed Captions		
413.1.2 Pass-Through of Closed Caption Data		
<u>414 Audio Description Processing Technologies</u>	Heading cell – no response required	Heading cell – no response required
414.1.1 Digital Television Tuners		
414.1.2 Other ICT		
<u>415 User Controls for Captions and Audio Descriptions</u>	Heading cell – no response required	Heading cell – no response required
415.1.1 Caption Controls		
415.1.2 Audio Description Controls		

Chapter 5: [Software](#)

Notes:

Criteria	Conformance Level	Remarks and Explanations
501.1 Scope – Incorporation of WCAG 2.0 AA	See WCAG 2.x section	See information in WCAG 2.x section
<u>502 Interoperability with Assistive Technology</u>	Heading cell – no response required	Heading cell – no response required
502.2.1 User Control of Accessibility Features		
502.2.2 No Disruption of Accessibility Features		
<u>502.3 Accessibility Services</u>	Heading cell – no response required	Heading cell – no response required
502.3.1 Object Information		
502.3.2 Modification of Object Information		
502.3.3 Row, Column, and Headers		
502.3.4 Values		
502.3.5 Modification of Values		
502.3.6 Label Relationships		
502.3.7 Hierarchical Relationships		
502.3.8 Text		

Criteria	Conformance Level	Remarks and Explanations
502.3.9 Modification of Text		
502.3.10 List of Actions		
502.3.11 Actions on Objects		
502.3.12 Focus Cursor		
502.3.13 Modification of Focus Cursor		
502.3.14 Event Notification		
502.4 Platform Accessibility Features		
<u>503 Applications</u>	Heading cell – no response required	Heading cell – no response required
503.2 User Preferences		
503.3 Alternative User Interfaces		
<i>503.4 User Controls for Captions and Audio Description</i>	Heading cell – no response required	Heading cell – no response required
503.4.1 Caption Controls		
503.4.2 Audio Description Controls		
<u>504 Authoring Tools</u>	Heading cell – no response required	Heading cell – no response required
504.2 Content Creation or Editing (if not authoring tool, enter “not applicable”)	See WCAG 2.x section	See information in WCAG 2.x section
504.2.1 Preservation of Information Provided for Accessibility in Format Conversion		
504.2.2 PDF Export		
504.3 Prompts		
504.4 Templates		

Chapter 6: [Support Documentation and Services](#)

Notes:

Criteria	Conformance Level	Remarks and Explanations
<i>601.1 Scope</i>	Heading cell – no response required	Heading cell – no response required
<u>602 Support Documentation</u>	Heading cell – no response required	Heading cell – no response required
602.2 Accessibility and Compatibility Features		
602.3 Electronic Support Documentation	See WCAG 2.x section	See information in WCAG 2.x section

Criteria	Conformance Level	Remarks and Explanations
602.4 Alternate Formats for Non-Electronic Support Documentation		
<u>603 Support Services</u>	Heading cell – no response required	Heading cell – no response required
603.2 Information on Accessibility and Compatibility Features		
603.3 Accommodation of Communication Needs		

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Include your company legal disclaimer here, if needed.