TEXAS A&M UNIVERSITY

02/13/2017

OPENING DATE: 02/27/2017 at 2:00 PM (CST)

Page

Department of Procurement Services P.O. Box 30013 College Station, TX 77842-3013

Phone: 979-845-4570 979-845-3800 Fax:

SHOW OPENING DATE AND BID INVITATION NUMBER ON THE FAX COVERSHEET OR THE LOWER LEFT HAND CORNER OF THE SEALED ENVELOPE. PLEASE SHOW RETURN ADDRESS OF FIRM. BID#: B700023 Company Name and Address: BID TO BE "F.O.B. AGENCY RECEIVING ROOM FREIGHT PREPAID AND ALLOWED" COMPANY NAME UNLESS OTHERWISE SPECIFIED BELOW ADDRESS ___ Destination of Goods: STATE ZIP ___ CITY TEXAS A&M UNIVERSITY ___ FAX ___ PHONE DOHA, QATAR 00000 VENDOR AGREES TO COMPLY WITH ALL CONDITIONS BELOW AND ON THE LAST PAGE OF OATAR THIS DOCUMENT. AUTHORIZED SIGNATURE Vendor ID Number: See Instructions 1.8 on the last page for vendor ID Number. () Historically Underutilized Business certified by TPASS. Please specify ()BLK ()HSP ()W/O ()A/P ()AI PRINT OR TYPE NAME State law provides you the right to request, receive, review and correct information about yourself collected by this By signing this bid, bidder certifies that if a Texas address is form. Contact: dj-young@tamu.edu or 979-845-4570 Ext. DATE TITLE shown as the address of the bidder, bidder qualifies as a 245. Texas Resident Bidder as defined in Rule 1 TAC 111.2 Extended Price UOM Unit Price Item Description WHEN SEARCHING THE ELECTRONIC STATE BUSINESS DAILY, PLEASE USE "MAIN B700023" ************** UPON AWARD, EQUIPMENT WILL BE FOR USE AND DELIVERY TO THE TEXAS A&M UNIVERSITY - QATAR CAMPUS LOCATED IN DOHA, QATAR. ************* SHIPPING TERMS VENDORS: INCOTERM - DDP (DELIVERY DUTY PAID). VENDOR WILL DELIVERY THE GOODS DOOR TO DOOR TAMUQ. ALSO INCLUDES FREIGHT, INSURANCE, CUSTOM CLEARANCE, DUTIES, TAXES, LEGALIZATION, BAYAN, ETC. FOR DOHA VENDORS: ** WE HAVE BEEN NOTIFIED THAT QATAR CUSTOMS HAVE IMPLEMENTED AN AUTOMATED ELECTRONIC
CLEARANCE PROCESS CALLED "SINGLE WINDOW" AND

DAVE			
TERMS: FOB DESTINATION, FREIGHT	PREPAID AND ALLO	WED TOTAL	
ITEM (PRICE/ORIGINAL MADE/QUANTITY) STAMPED FROM CHAMBER OF COMMERCE. 3- PACKING LIST; 4- AIRWAY BILL			
1- ORIGINAL CERTIFICATE OF ORIGIN STAMPED FROM CHAMBER OF COMMERCE 2- ORIGINAL COMMERCIAL INVOICE STATING EACH			
PLEASE NOTE: QATAR CUSTOMS REQUIRES ALL ORIGINAL SHIPPING DOCUMENTS:			
ALL INCOMING SHIPMENTS WILL BE SUBJECT TO BAYAN & ADMIN CHARGES. FOR SHIPPING TERMS DDP, ALL CUTOMS CHARGES WILL BE BORNE BY THE VENDOR. TAMUQ WILL NOT BE RESPONSIBLE FOR THESE CHARGES WITH YOUR SHIPPING AGENT **			

DELIVERY IN	_ DAYS
Check below if preference claimed under Rule 1 TAC 113.8 Supplies, materials, equipment, or services produced in T	TX/ offered by TX

X bidders

_) Agricultural products produced or grown in TX (__) Agricultural products and services offered by TX bidders

(__) USA produced supplies, materials, or equipment

(__) Other (See 1.13 on the last page)

PAW

Bidder MUST Sign Below

Failure to Sign will Disqualify Bid

PURCHASING AGENT FOR TEXAS A&M UNIVERSITY

TEXAS A&M UNIVERSITY

02/13/2017

Page 2

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Company Name and Address:

TITLE

Department of Procurement Services P. O. Box 30013 College Station, TX 77842-3013

Phone: 979-845-4570 Fax: 979-845-3800

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BID#: B700023

BID TO BE "F.O.B. AGENCY RECEIVING ROOM FREIGHT PREPAID AND ALLOWED" UNLESS OTHERWISE SPECIFIED BELOW

Destination of Goods:

TEXAS A&M UNIVERSITY

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

DOHA, QATAR 00000

QATAR

AUTHORIZED SIGNATURE Vendor ID Number: See Instructions 1.8 on the last page for vendor ID Number.

() Historically Underutilized Business certified by TPASS.

Please specify ()BLK ()HSP ()W/O ()A/P ()AI PRINT OR TYPE NAME By signing this bid, bidder certifies that if a Texas address is shown as the address of the bidder, bidder qualifies as a

DATE

State law provides you the right to request, receive, review and correct information about yourself collected by this form. Contact: dj-young@tamu.edu or 979-845-4570 Ext.

	Texas Resident Bidder as defined in Rule 1 TAC	111.2	245.		
Item	Description	Quantity	UOM	Unit Price	Extended Price
	ALL INFORMATION MUST BE THE SAME ON EACH OF THE ABOVE DOCUMENTS. IF THE INFORMATION IS DIFFERENT, THE SHIPMENT WILL NOT CLEAR QATAR CUSTOMS. ***********************************				
1	Gas Analysis System, HPR-20 R&D, Hiden Analytical or equivalent meeting the followin following specifications: -Complete HPR-20 R&D Research Grade Bench-top Gas Analysis System including Hiden HAL/3F 201 RC Triple filter mass spectrometer with Faraday/Multipler detector. Mass Range Mass Range 200 amuIncludes an external dry scroll pump to provide high performance combined sample bypass and UHV foreline pumping. Part #305124 or equal. THE HPR-20 R&D BENCH TOP SYSTEM COMPRISES: The basic vacuum module with: *UHV 60 l/sec turbomolecular pump set, providing an ultra high vacuum environment for mass spectrometer operation with: - 60 l/s turbomolecular pump - Turbo controller - Autovent valve with delay timer - Splinter shield - Vacuum protection module	1	LOT		
PAW					
	TERMS: FOB DESTINATION, FREIGHT I	PREPAID AN	ID ALLOWE	D TOTAL	•

DELIVERY IN	DAYS
Check below if preference claimed under Rule 1 TAC 113.8 () Supplies, materials, equipment, or services produced in T () Agricultural products produced or grown in TX () Agricultural products and services offered by TX bidders () USA produced supplies, materials, or equipment	X/ offered by TX bidders

(__) Other (See 1.13 on the last page)

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	Texas Resident Bidder as defined in Rule 1 TAG	3 1 1 1 1 2 1 1 1 1 1 1 1 1 1 1 1 1 1 1	245.		Extended Price
Item	Description	Quantity	UOM	Unit Price	Extended File
	*External dry scroll pump to provide high performance combined sample bypass and UHV foreline pumping.2m stainless steel flexible foreline included.				
	*UHV manifold. An accessible multiport manifold to enable multiple sampling lines to be mounted simultaneously. Standard manifold includes a Conflat-type DN-40-CF port. Manifolds are also available customengineered to suit specific customer requirements. Bakable to 250 degrees C for optimum base vacuum and for potential decontamination requirements.				
	*Penning controller and gauge for vacuum integrity confirmation and interlock protection of the mass spectrometer in case of over pressure				
	The QIC capillary sampling inlet:				
	The capillary gas sampling inlet is for continuous sampling at sample pressure within the range 100 mbar to 2 bar. The capillary inlet operates at temperatures up to 200 degrees C providing fast reproducible response to gas and vapour species. The inlet is user serviceable with replaceable capillary liners, and replace able platinum orifice molecular leak. Typical inlet flow rate/gas consumption is 20 atm cc/min, low flow rate versions to 1 atm cc/min available. The fast response heated inlet system includes:				
PAW					

FOB DESTINATION, FREIGHT PREPAID AND ALLOWED

DELIVERY IN	DAYS
Check below if preference claimed under Rt () Supplies, materials, equipment, or serv () Agricultural products produced or grow () Agricultural products and services offer	ices produced in TX/ offered by TX bidder: n in TX ed by TX bidders

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By signing this bid, bidder certifies that if a Texas address is shown as the address of the bidder, bidder qualifies as a DATE TITLE 245. Texas Resident Bidder as defined in Rule 1 TAC 111.2 Unit Price Extended Price HOM Description Item *Bypass manifold with platinum orifice molicular leak. *Heated quartz lined capillary sampling line length 2m. *Inlet system heater power supply w/control for temperature regulation in the range ambient to 200 degrees C *Bypass pumping line with sample bypass control valve. *Direct source inlet to admit sample Direct to the ionisation chamber providing high sensitivity closed ion source operation. Quadrupole Mass Spectrometer: -Triple Filter HAL/3F 201 RC, with dual Faraday Electron Multiplier Detector -Standard mass range 200amu, optional extended mass range 300amu. -Alternative mass ranges 50amu & 500amu for specialised applications. -Detection limit 5 pbb, subject to spectral interference. Windows MASsoft Professional PC software includes: *Histogram display of any user selected atomic mass span *Trend analysis display of partial pressure pressure of up to 100 mass channels vs.time, and including display of external signals, temperature for example. *Peak Profile display of any user selected atomic mass span with user selectable PAW

FOB DESTINATION, FREIGHT PREPAID AND ALLOWED

DELIVERY IN	DAYS
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Mass increment from 0.01 amu		Texas Resident Bidder as defined in Rule 1 TAC 111.2 245.				
*APSI-MS soft ionisation for suppression of spectral fragmentation providing simplified analysis of complex mixtures. *Quantitative analysis software, with data output in ppb, ppm, or percentage values. *Statistical data reduction including mean and standard deviation. *Comprehensive data export facilities including DDE, ASCII and clipboard exchange. Standard facilities include: -RS232, USB 2.0, 10/100Base-T LAN interfacesMass Spectrometer tuningTwo analogue inputs (b10V) for reading external signals simultaneously with mass spectrometer data -Automatic mass scale calibrationAutomated data acquisition via TTL trigger for hands-free operation -Extensive programmable trip mode with ASCII outputs to comms ports and relay outputs for process control applications. Bench Top System Configuration: The Hiden HPR 20 R&D bench top system module measuring: 500mm x 550mm x 760mm high. Mobile cart configuration is offered as system option. System Power Requirements: 110/220/240 50/60Hz 1.2 KVA	Item	Description	Quantity	UOM	Unit Price	Extended Price
-RS232, USB 2.0, 10/100Base-T LAN interfacesMass Spectrometer tuningTwo analogue inputs (b10V) for reading external signals simultaneously with mass spectrometer data -Automatic mass scale calibrationAutomated data acquisition via TTL trigger for hands-free operation -Extensive programmable trip mode with ASCII outputs to commus ports and relay outputs for process control applications. Bench Top System Configuration: The Hiden HPR 20 R&D bench top system module measuring: 500mm x 550mm x 760mm high. Mobile cart configuration is offered as system option. System Power Requirements: 110/220/240 50/60Hz 1.2 KVA		*APSI-MS soft ionisation for suppression of spectral fragmentation providing simplified analysis of complex mixtures. *Quantitative analysis software, with data output in ppb, ppm, or percentage values. *Statistical data reduction including mean and standard deviation. *Comprehensive data export facilities including DDE, ASCII and clipboard				
-Mass Spectrometer tuningTwo analogue inputs (b10V) for reading external signals simultaneously with mass spectrometer data -Automatic mass scale calibrationAutomated data acquisition via TTL trigger for hands-free operation -Extensive programmable trip mode with ASCII outputs to comms ports and relay outputs for process control applications. Bench Top System Configuration: The Hiden HPR 20 R&D bench top system module measuring: 500mm x 750mm x 760mm high. Mobile cart configuration is offered as system option. System Power Requirements: 110/220/240 50/60Hz 1.2 KVA		Standard facilities include:				
The Hiden HPR 20 R&D bench top system module measuring: 500mm x 550mm x 760mm high. Mobile cart configuration is offered as system option. System Power Requirements: 110/220/240 50/60Hz 1.2 KVA 2 Shipping Term: 1 LOT		-Mass Spectrometer tuningTwo analogue inputs (b10V) for reading external signals simultaneously with mass spectrometer data -Automatic mass scale calibrationAutomated data acquisition via TTL trigger for hands-free operation -Extensive programmable trip mode with ASCII outputs to comms ports and relay outputs for				
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2 Shipping leim:		measuring: 500mm x 550mm x 760mm high. Mobile cart configuration is offered as system option. System Power Requirements:				
PAW	2	Shipping Term:	1	LOT		
	PAW					

FOB DESTINATION, FREIGHT PREPAID AND ALLOWED

DELIVERY IN	DAYS
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TERMS: _

(__) Other (See 1.13 on the last page)

TOTAL ___

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Texas Resident Bidder as defined in Rule 1 TAC 111.2 Extended Price UOM Unit Price Item Description DDP (Delivery Duty Paid - Door to Door TAMU TAMUQ). Bidders shall indicate incoterm offered and provide an estimated shipping cost, if not included in pricing. Please quote any/all applicable educational LOT 1 discounts Note To Bidders: If bidding other than specified, bidders shall provide detailed specifications and product literature of product offered. Failure to do so may result in the disqualification of your response. Brand/Manufacturer Offered: Warranty Terms: Bidders shall indicate warranty terms on product offered: Payment Terms: 100%, Net 30 - Upon Receipt and Acceptance Award PAW

TERMS:	FOB DESTINATION, FREIGHT PREPAID AND ALLOWED	TOTAL
DELIVERY IN	DAYS	
Check below if preference claimed under Rule 1 TAC 113. () Supplies, materials, equipment, or services produced	.8 in TX/ offered by TX bidders	

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Item	Description	Ouantity	UOM	Unit Price	Extended Price
Hem	The award shall be made based on the following "Best Value Criteria". Texas A&M University reserves the right to consider the following and any other factors deemed necessary to evaluate the offer and determine the "Best Value" for the University.				
	 Vendor's ability to meet the specifications and requirements; Delivery requirements after the receipt of order. The acquisition prices/rates of discounts Acceptance of payment terms Warranty terms 				
	TAMUQ reserves the right to accept or reject any or all offers, to waive informalities and technicalities, to accept the offer considered the most advantageous to the University.				
	Texas A&M 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.				
	VENDOR'S TELEPHONE NO:		A		
	VENDOR'S FAX NO:				
PAW					

TERMS:	FOB DESTINATION, FREIGHT	PREPAID AND ALLOWED
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/ VIICA produced cupplies materials or equipme	ent	

(__) Other (See 1.13 on the last page)

TOTAL_

ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF BID ANY EXCEPTIONS THERETO MUST BE IN WRITING

BIDDING REQUIREMENTS 1.

- Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this
- Prioring must be quoted on a "per unit" basis, extended as indicated. Any trade discounts included must be itemized and deducted from extended prices. Unit Prices shall govern in the event of extension errors. Bidder guarantees product or service offered will meet or exceed specifications included as part of this Invitation to: Bid.
- Bids should be submitted on this form. Each bid that is mailed should 1.3 be placed in a separate envelope completely and properly identified. Instructions on reverse side, top center. Bids must be received by the TEXAS A&M DEPARTMENT OF STRATEGIC SOURCING on o: before the hour and date specified for the bid opening.
- When sending bids via the U.S. Postal Service, use the address on the which satisfies Invitation for Brd. When using a delivery service of hand delivering, which requires a street address, address is Agronomy Road, College Station, TX 77843.
- Late bids will not be considered under any circumstances
- Bids should be quoted "F.O.S. destination, freight prepaid and allowed". If quoting freight otherwise, show exact delivery cost and who bears cost if not included in unit price.
- Bid prices are requested to be firm to TEXAS A&M acceptance within 30 days of bid opening cate. "Descount from list" bids are not acceptable unless requested. Ceah discount will not be considered in determining the low bid. Ak cash discounts will be taken if earned. 1.7
- Bids should give Vendo: ID Number, full name and address of bidde: 1.8 Bids should give Vendor ID Number, full name and address of bidder (enter in the block provided if not shown). Failure to sign bid will disoually it. Person signing bid should show the or authority to bind his or her firm in a contract. Firm name should appear on each page of a bid, in the block provided in the upper right hand come: The Vendo: ID Number is the taxpayer number essigned and used by this Communities of Public Accounts of Texts. Enter this number in this spaces provided on the front side tupper north if it is not printed. If this number is not known, complete the following. 1. Enter our Federal Employer Identification Number. 2. Sole owner should also enter Social Security Number. Social Security Number.
- Bid cannot be altered or amended after opening time. Any alterations made before opening time should be initiated by bidder or authorized agent of bidder. No bid can be withdrawn after opening time without approval by the TEXAS A&M DEPARTMENT OF STRATEGIC SOURCING based on a written acceptable reason.
- Purchases made for TEXAS A&M use are exempt from the State Sales 1.10 tax and Federal Excise tax. Do not include tax in bid, Excise tax Exemption Certificate will be furnished by TEXAS A&M upon request
- TEXAS A&M reserves the night to accept or reject all or any part of any nor technicalities and award the bid to best serve the bid, waive minor techninterests of the State.
- Consistent and continued tie bidding could cause rejection of bids by TEXAS A&M and/or investigation for antitrust violations.
- Other preferences as defined in Rule 1 TAC 113.8 (check any that are

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

- The telephone number for FAX submission of bids is 979-845-3800. This is the only number that will be used for the receipt of bids. The TEXAS A&M shall not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered.
- Inquiries pertaining to IFBs must include the IFB number and opening 1.15

2. SPECIFICATIONS

- taxes an exception to specifications or reference data in his or her bid bidder will be required to furnish brand names, numbers, etc., as specified in the Invitation for Bid (IFB)
- All hems shall be new and unused in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in IFB. Oral agreements to the contrary will not be
- All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL_FMRC or NEMA.
- Samples, when requested, must be furnished free of expense to TEXAS A&M. If not destroyed in examination, they will be returned to the biodes; upon request, at bioder's expense, Each sample should be marked with bioder's name and address, and TEXAS A&M bid number. Do not enclose in or attach bid to sample
- 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 standaro warranty shall apply unless otherwise stated 2.6
- TIE BIDS in case of the bids, the award will be made in with Rule 1 TAC Section 113.5 (b) (3) and 113.8 (Preferences)

- Bid should show number of days required to place material in receivin agency's designated location under normal conditions. Failure to state delivery time obligates supplier to complete delivery in 14 calendar days. Unrealistically short or long delivery promises may cause bid to
- If delay is foreseen, supplier shall give written notice to TEXAS A&M. TEXAS A&M has the right to extend delivery date if reasons appear valid. Default in promised delivery (without acceptor erasons) or failure to meet specifications authorizes TEXAS A&M to purchase supplies and charge full increase, if any, in cost and handling to
- No substitutions or cancellation permitted without written approval of the TEXAS A&M DEPARTMENT OF STRATEGIC SOURCING.
- Delivery shall be made during normal working hours only, unless prio approval for late delivery has been obtained from TEXAS A&M.
- INSPECTION AND TESTS All monds will be subject to 5. INSPECTION AND TESTS - All goods will be subject to inspection and test by TEXAS A&M to the extent practicable at all times and places. Authorized TEXAS A&M personnel shall have access to any supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. In the event products tested fail to meet or exceed all conditions requirements of the specifications, the cost of the sample used and the cost of the testing shall be borne by the supplier. Goods which have been delivered and rejected in whole or in part may, at TEXAS &AMs option, be returned to the supplier or held for disposition at supplier's risk and expense. Latent defects may restli in reproaction of accentration. defects may result in revocation of acceptance
- 6. AWARD OF CONTRACT A response to an IFB is an offer to contract with TEXAS A&M based upon the terms, conditions and specifications contained in the IFB. Bids do not become contracts until they are accepted and an authorized purchase order is issued. The contract shall be governed. construed and interpreted under the laws of the State of Texas
- PAYMENT Supplier shall submit one copy of an itemized invoice showing order number and agency purchase order number. TEXAS A&M will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontlested invoice.
- PATENTS OR COPYRIGHTS The supplier agrees to protect TEXAS A&M from claims involving infringement of pater
- STIPPLIER ASSIGNMENTS Supplier hereby assigns to E. SUFFLIER ASSIGNMENTS - Supplier needy assigns to procraise; any and all claims for overcharges associated with this contract which arise under the antitiust laws of the United States 15 U.S.C.A. Section 1 et sec. (1973), and which arise under the antitiust laws of the State of Texas. TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1957)
- BIDDER AFFIRMATION Signing this bid with a faise statement is a material breach of contract and shall void the submitted bid or any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that
- The bidder has not given, offered to give, not intends to give at any time hereafter any economic opportunity, future employment, gift, lot gratuity, special discount, hip, favor, or service to a public servant in connection with the submitted bid.
- The bidder is not currently definquent in the payment of any franchise 10.2 tax owed the State of Texas.
- Pursuant to Section 2155.004 Government Code, relating to collection of state and local sales and use taxes, the bidder cetties that the individual or business entity named in this bid is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or paymern withheld if this certification is inaccurate.
- Neither the bidder nor the firm, corporation, partnership or institution represented by the bidder, or anyone acting for such firm, corporation or institution has violated the antitrust taws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal Arthust Laws, nor communicated directly or indirectly the binade to any competitor or any other person engaged in such line of
- The bidder has not received compensation for participation in the preparation of the specifications for this IFS.
- The supplier shall defend, indemnity, and hold harmless the State of Texas, all of its officers, agents and employees from and against a draims, actions, suits, demands, proceedings costs, damages, and liabilities, from any acts or omissions of supplier or any agent, employes, subcontractor, or supplier of supplier in the execution or performance of this purchase order.
- Bidder agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
- Bioder certifies that they are in compliance with section 669,003 of the Government Code, relating to contracting with executive head of a State agency, it section 659,003 applies, bidder will complete the following information in order for the bid to be evaluated.

	
Name of State Agency:	
Date of Separation from State	Agency:
Position with Bidder	
Date of Employment with Bidde	

Name of Former Executive:

- Bidder agrees to comply with Government Code 2155.4441, pertaining to service contract use of products produced in the State of
- Contractor understands that acceptance of funds under this contract Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract awards.
- NOTE TO BIDDERS Any terms and conditions attached to a bid will not be considered unless the bidder specifically refers to them on the front of this bid form.

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

12. PUBLIC INFORMATION ACT

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

13, TEXAS FAMILY CODE SECTION 231,006

- 13. TEXAS FAMILY CODE SECTION 231.006
 INELICIBILITY TO RECEIVE STATE GRANTS OR LOANS OR RECEIVE
 PAYMENT ON STATE CONTRACTS.

 (a) A child support obligor who is more than 30 days delinquent in paying child
 support and a business entity in which the obligor is a sole proprietor,
 partner, shareholder, or owner with an ownership interest of at least 25
 percent is not eligible to:

 (1) receive payments from state funds under a contract to provide property,
 materials, or services, or

 (2) receive a state-funded grant or loan.

 (a-1) A child support obligor who is more than six months delinquent in paying
 child support is not eligible to receive student financial assistance paid
 directly to the obligor by the comptroler. This subsection does not apply
 to a nobligor who submits to the comptroler.

 (1) a sworn affidavit from the obligor or obligee stating that the obligor is
 current on the obligor's child support payments; and

 (2) a written statement from the obligor that the obligor has made a request
 to the Title IV-D agency to correct the errors in the obligor's payment.

- record

 (b) A child support obligor or business entity ineligible to receive payments under Subsection (a) or a child support obligor ineligible to receive payments under Subsection (a-1) remains ineligible units:

 (1) all arrearages have been paid;

 (2) the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or

 (3) the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) as part of a court-supervised effort to improve earnings and child support payments.

 (c) A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole propnetic années and social security number of the individual or sole propnetic années and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or
- (d) A contract, bid, or application subject to the requirements of this section must include the following statement:

 "Under Section 231,005, Family Code, the vendor or applicant certifies that
 the individual or business entity named in this contract, bid, or application is

- "Under Section 23.10%, Family Code, the vendor or applicant certifies that the individual or business entity named in his comtract, but or application is not ineligible to receive the specified grant, lost, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

 If it is tate agency determines that an individual or business entity holding a state contract is ineligible to receive payment under Subsection (a), the contract may be terminated. If the certificate recurried under Subsection (d) is shown to be faise, the vendor is liable to the strate for attorney's less, the costs necessary to complete the contract, and any other damages provided by law or contract. If it is expected to the contract individually the cost of advertising and awarding a second contract, and any other damages provided by law or contract. If it is section does not impose a duty on the Title IV-D agency to collect information to send to the comproteier to withhold a payment to a business entity. The Title IV-D agency and other affected agencies are encouraged to develop a system by which the Title IV-D agency may identify a business entity that is ineligible to receive a state payment under Subsection (a) and to resure that a state payment to the entity is not made. This system should be implemented using existing funds and only if the Title IV-D agency, comproteer, and other affected agencies determine that it will be cost-effective.

 This section does not apply to a contract between governmental entities.

 The Title IV-D agency may adopt rules or prescribe forms to implement any provision of this section.

 A strate agency may accept a bid that does not include the information required under Subsection (c) if the state agency collects the information before the contract, grant, or loan is executed.

Added by Acts 1995, 74th Leg., ch. 20, § 1, eff. April 20, 1995. Amended by Acts 1995, 74th Leg., ch. 751, § 62, eff. Sept. 1, 1995. Acts 1999, 76th Leg., ch. 28, § 1, eff. Sept. 1, 1999. Acts 2003, 78th Leg., ch. 437, § 1, eff. Sept. 1, 2003. Acts 2003, 78th Leg., ch. 1015, § 2, eff. Sept. 1, 2003.

ALTERNATIVE DISPUTE RESOLUTION

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

- e by Vendor: Vendor: Vendor claim for breach of this contract that the parties cannot resolve is the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Texes Government Code. To initiate the process, Vendor shall submit written notice, as required by subchapter B, to Philip A. Ray, Assistant Vice President of Strategic Sourcing and Contract Administration. Said notice shall also be given to all other representatives of Texas A&M University and Vendor otherwise entitled to notice under the parties contact. Compliance by Vendor with subchapter B is a condition precedent to the filting of a contineated case processing under Chapter 2260, subchapter C, of the Texas Government Code.

 The contested case process provided in Chapter 2260, subchapter C, of
- filing of a contested case proceeding under Chapter 2260, subchapter C. of the Texas Government Code.

 The contested case process provided in Chapter 2260, subchapter C, of the Texas Government Code is Vendor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by Texas A&M University if the parks are unable to resolve their disputes under subparagraph (A) of this paragraph.

 Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislabure under Ch. 107 of the Civil Practoces and Remedies Code. Nether the execution of this contract by Texas A&M University nor any conduct of any representative of Texas A&M University thereafter shall be considered aware of sovereign immunity to suif.

 (1) The submission, processing, and resolution of Vendor's claim is governed by the published rutes as adopted by the Office of the Attorney General of the State of Texas pursuant to Chapter 2250 accurrently effective. hereafter enacted or subsequently amended
 - currently effective, hereafter enacted or subsequently an
 - Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of the performance by Vendor, in whole or in part.
 - venous, in whose or in part.

 The designated individual responsible on behalf of Texas A&M.

 University for examining any claim or counterclaim and conducting any negotiations related thereto, as required under 2260.052 of the Texas Government Code shall be Philip A. Ray, Assistant Vice President of Strategic Sourcing and Contract Administration.