INVITATION FOR BID – RETURN SEALED BIDS TO:  
TEXAS A&M UNIVERSITY

Department of Procurement Services
P. O. Box 30013
College Station, TX 77842-3013
Phone: 979-845-4570
Fax: 979-845-3800

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.

OPENING DATE: 06/22/2017 at 2:00 PM (CST)

BID #: B700056

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

Destination of Goods:

TEXAS A&M UNIVERSITY
DOHA, QATAR 00000
QATAR

State law provides you the right to request, receive, review and correct information about yourself collected by this form. Contact: dl-young@tamu.edu or 979-845-4570 Ext. 245.

Item | Description | Quantity | UOM | Unit Price | Extended Price
--- | --- | --- | --- | --- | ---
1 | HeliScan microCT Part # 1079649 The core instrument (HeliScan microCT) includes: PAW | 1 | LOT | |

TERMS: _______________ FOB DESTINATION, FREIGHT PREPAID AND ALLOWED _______________ TOTAL

DELIVERY IN _______________ DAYS

Check below if preference claimed under Rule 1 TAC 113.8
☐ Supplies, materials, equipment, or services produced in TX/ offered by TX bidders
☐ Agricultural products produced or grown in TX
☐ Agricultural products and services offered by TX bidders
☐ USA produced supplies, materials, or equipment
☐ Other (See 1.13 on the last page)

Purchasing Agent for Texas A&M University

[Signature]
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<table>
<thead>
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<th>Item</th>
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<th>Quantity</th>
<th>UOM</th>
<th>Unit Price</th>
<th>Extended Price</th>
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<tbody>
<tr>
<td>1</td>
<td>System Enclosure</td>
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<td></td>
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</tr>
<tr>
<td>2</td>
<td>3-Axes Motorized Helical Stage</td>
<td>1</td>
<td>LOT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>X-Ray Source</td>
<td>1</td>
<td>LOT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Large-area, amorphous silicon, flat-panel detector</td>
<td>1</td>
<td>LOT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Acquisition computer with 24 LCD Monitor</td>
<td>1</td>
<td>LOT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Pumping system</td>
<td>1</td>
<td>LOT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Chiller 230 V</td>
<td>1</td>
<td>LOT</td>
<td></td>
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</tr>
<tr>
<td>8</td>
<td>Table (130x80 cm)</td>
<td>1</td>
<td>LOT</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2 Recon GPU Cluster
Part # 1087422

3 Installation
The requested equipment is to be supplied as a complete operational system, set-up and ready for use. Any/all operational/maintenance manuals are to be provided at the time of installation.

This project shall be considered a "turnkey" project that includes all aspects of the installation.

Final Testing and Acceptance Criteria:
The completed installation shall be inspected by Texas A&M - Qatar to assure that all equipment is installed in a professional manner and in accordance with these specifications.
The final system testing and demonstration shall be performed after the installation and initial testing has been completed by

PAW

TERMS: FOB DESTINATION, FREIGHT PREPAID AND ALLOWED

DELIVERY IN _______________ DAYS

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☐ Supplies, materials, equipment, or services produced in TX/ offered by TX bidders
☐ Agricultural products produced or grown in TX
☐ Agricultural products and services offered by TX bidders
☐ USA produced supplies, materials, or equipment
☐ Other (See 1.13 on the last page)

PURCHASING AGENT FOR TEXAS A&M UNIVERSITY
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DOHA, QATAR 00000
QATAR

---

**AUTHORIZED SIGNATURE**

**PRINT OR TYPE NAME**

**TITLE**

**DATE**

---

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<th>Quantity</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>vendor but prior to any use of the system. Vendor shall ensure that system meets or exceed performance specifications as per manufacturer criteria. The vendor shall be responsible for properly performing all setup of equipment and all assembly. Insurance Requirement</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>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. Bidders shall submit a copy of insurance certificate with bid response for review by System Office of Risk Management with bid response.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Installation Material HeliScan microCT IC-AG</td>
<td>1</td>
<td>LOT</td>
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<td></td>
</tr>
<tr>
<td>5</td>
<td>Warranty Labor HeliScan microCT IC-AG</td>
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<td>LOT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Warranty Labor HeliScan microCT IC-AG</td>
<td>1</td>
<td>LOT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Recon GPU lite Part # 1135404</td>
<td>1</td>
<td>LOT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>On-site Training/Support</td>
<td>2</td>
<td>DAY</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Training shall include at least two (2) days on-site demonstration of the proper operating techniques of equipment ordered**

**TERMS:**

**FOB DESTINATION, FREIGHT PREPAID AND ALLOWED**

**DELIVERY IN _____ DAYS**

Check box if preference claimed under Rule 1 TAC 113.8
- [x] Supplies, materials, equipment, or services produced in TX/ offered by TX bidders
- [ ] Agricultural products produced or grown in TX
- [ ] Agricultural products and services offered by TX bidders
- [ ] USA produced supplies, materials, or equipment
- [ ] Other (See 1.13 on the last page)

**TOTAL**

Purchasing Agent for Texas A&M University
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QATAR

AUTHORIZED SIGNATURE

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

PRINT OR TYPE NAME

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

( ) Historically Underutilized Business certified by TBPAS.
Please specify ( ) HUB ( JHSP ( JWO ( JAP ) J)

By signing this bid, bidder certifies that if a Texas address is shown in the address of the bidder, bidder qualifies as a Texas Resident Bidder as defined in Rule 1 TAC 111.2

State law provides you the right to request, receive, review and correct information about yourself collected by this form. Contact: dj-young@tamu.edu or 979-845-4570 Ext. 245.

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<th>Unit Price</th>
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</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>Shipping Charges:</td>
<td>1</td>
<td>LOT</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Incoterm: DDP (Delivery Duty Paid)  
Door to door TAMU - Qatar, excluding duties & taxes

NOTE: If quoting otherwise, bidder must indicate here-in and provide estimated shipping cost

Note To Bidders:

Payment Terms:
100%, Net 30 - Upon Receipt, Installation and Acceptance

Award

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;

FAW

TERMS: FOB DESTINATION, FREIGHT PREPAID AND ALLOWED

DELIVERY IN _______________ DAYS

Check below if preference claimed under Rule 1 TAC 113.8
☐ Agricultural products produced or grown in TX  
☐ Agricultural products and services offered by TX bidders  
☐ USA produced supplies, materials, or equipment  
☐ Other (See 1.13 on the last page)

PURCHASING AGENT FOR TEXAS A&M UNIVERSITY
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AUTHORIZED SIGNATURE

PRINT OR TYPE NAME

TITLE DATE

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

Vendor ID Number:
See Instructions 1.8 on the last page for vendor ID Number.
( ) Historically Underutilized Businesses certified by TPASS.
Please specify ( ) M/LK ( ) HISP ( ) WO ( ) A/P ( ) MA

By signing this bid, bidder certifies that if a Texas address is
shown as the address of the bidder, bidder qualifies as a
Texas Resident Bidder as defined in Rule 1 TAC 111.2

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245.

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<tbody>
<tr>
<td>- Delivery requirements after the receipt of order.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Acquisition prices/rates of discounts</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Acceptance of payment terms</td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td>- Warranty terms</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

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.

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

TERMS: FOB DESTINATION, FREIGHT PREPAID AND ALLOWED TOTAL

DELIVERY IN _______ DAYS

Check below if preference claimed under Rule 1 TAC 111.9

☐ Supplies, materials, equipment, or services produced in TX/ offered by TX bidders
☐ Agricultural products produced or grown in TX
☐ Agricultural products and services offered by TX bidders
☐ USA produced supplies, materials, or equipment
☐ Other (See 1.13 on the last page)

PURCHASING AGENT FOR TEXAS A&M UNIVERSITY
1. BIDDING REQUIREMENTS

1.1 Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.

1.2 Pricing must be quoted on a “per unit” basis, extended as indicated. Any trade discounts included must be itemized and deducted from extended prices. Unit Prices shall govern in the event of extension errors. Bidders must submit products or services offered will meet or exceed specifications included as part of this Invitation for Bid.

1.3 Bids shall be submitted on this form. Each bid that is mailed should be placed in a separate envelope completely and properly identified. Instructions on page 1, top center. Bids must be signed by the Texas A&M DEPARTMENT OF PROCUREMENT SERVICES on or before the hour and date specified for the bid opening.

1.4 When sending bids via the U.S. Postal Service, use the address on page 1 of this invitation for bid. When using a delivery service or hand delivering, which requires a street address, address in Astronomy Road, College Station, TX 77843.

1.5 Late bids will not be considered under any circumstances.

1.6 Bids should be quoted “O.D.B.” destination, freight prepaid and allowed. If quoting freight otherwise, show exact delivery cost and who bears cost if not included in unit price.

1.7 Bid prices are requested to be firm for Texas A&M acceptance within 30 days of bid opening date. “Discount from list” bids are not acceptable unless requested. Cash discount will not be considered in determining the low bid. All cash discounts will be taken if earned.

1.8 Bids should give SUPPLIER ID Number, full name and address of bidder (enter in the block provided if not shown). Failure to sign bid will disqualify it. Person signing bid should show title or authority to bind his or her firm in a contract. Firm name should appear on each page of a bid, in the block provided in the upper right hand corner. The SUPPLIER ID Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. Enter this number in the spaces provided on page 1 of this form. If this number is not known, complete the following: 1. Enter your Federal Employer Identification Number. 2. Sole owner should also enter Social Security Number.

1.9 Bid cannot be altered or amended after opening time. Any alterations made before opening time should be initialed by bidder or authorized agent of bidder. No bid can be withdrawn after opening time without approval by the Texas A&M DEPARTMENT OF PROCUREMENT SERVICES based on a written acceptable reason.

1.10 Purchases made for Texas A&M use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise tax Exemption Certificate will be furnished by Texas A&M upon request.

1.11 Texas A&M reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the State.

1.12 Consistent and continued bidding could cause rejection of bids by Texas A&M and/or investigations for antitrust violations.

1.13 Other preferences as defined in Rule 1 TAC 113.8(check any that are applicable)

☐ Products of persons with mental or physical disabilities
☐ Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
☐ Energy efficient products
☐ Rubberized asphalt paving material
☐ Recycled motor oil and lubricants
☐ Products procured at facilities located on formerly contaminated property
☐ Products and services from economically depressed or blighted areas

1.14 The telephone number for FAX submission of bids is 979-845-3800. This is the only number that will be used for the receipt of bids. Texas A&M shall not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered.

1.15 Inquiries pertaining to IFB 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 bidder takes an exception to specifications or reference data in his or her bid, bidder will be required to furnish brand names, numbers, etc., as specified in the Invitation for Bid (IFB).

2.1 All items shall be new and unused, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in IFB. Oral agreements to the contrary will not be recognized.

2.2 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 bidder, upon request, at bidder’s expense. Each sample should be marked with bidder’s name and address, and Texas A&M bid number. Do not enclose or in 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.

2.6 TIE BIDS - In case of tie bids, the award will be made in accordance with Rule 1 TAC Section 113.6 (b) (3) and 113.8 (Preferences).

3. DELIVERY

3.1 Bid should show number of days required to place material in receiving agency’s designated location under normal conditions. Failure to state delivery time obligates SUPPLIER to complete delivery in 14 calendar days. Unrealistically short or long delivery promises may cause bid to be disregarded.

3.3 If delay is foresee, SUPPLIER shall give written notice to Texas A&M and Texas A&M shall have the right to extend delivery date if reasons appear valid. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes Texas A&M to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting SUPPLIER.

3.4 No substitutions or cancellation permitted without written approval of the Texas A&M DEPARTMENT OF PROCUREMENT SERVICES.

3.5 Delivery shall be made during normal working hours only, unless prior approval for late delivery has been obtained from Texas A&M.

4. 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 samples taken from regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the cost of the testing shall be borne by the SUPPLIER. Goods which have been delivered and rejected in whole or in part may, at Texas A&M’s option, be returned to the SUPPLIER for repair or held for disposition at SUPPLIER’S risk and expense. Late defects may result in revocation of acceptance.

5. BIDDER AFFIRMATION - Signing this bid with a false statement is a material breach of contract and shall void the submitted bid or any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon offered, the bidder hereby certifies that:

☐ The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.

☐ The bidder is not currently delinquent in the payment of any franchise tax owe the State of Texas.

☐ Pursuant to Section 2155.004 Government Code, relating to collection of state and local sales and use taxes, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.

☐ Neither the bidder nor the firm, corporation, partnership or institution represented by the bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal Antitrust Laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

☐ The bidder has not received compensation for participation in the preparation of the specifications for this IFB.

☐ The SUPPLIER shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, from any acts or omissions of SUPPLIER or any agent, employee, subcontractor, or SUPPLIER of SUPPLIER in the execution or performance of this purchase order.

☐ 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.

6. Bidder certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive lead of a State agency. If section 669.003 applies, bidder will complete the following information in order for the bid to be evaluated:

Name of Former Executive: ____________________________
Name of State Agency: ____________________________
Date of Separation from State Agency: ____________________________
Position with Bidder: ____________________________
Date of Employment with Bidder: ____________________________
A. 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.

9. PAYMENT - SUPPLIER shall submit one copy of an itemized invoice showing order number and agency purchase order number. TEXAS A&M will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice.

10. PATENTS OR COPYRIGHTS - The SUPPLIER agrees to protect 1 TEXAS A&M from claims involving infringement of patents or copyrights.

11. SUPPLIER ASSIGNMENTS - SUPPLIER hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and which arise under the antitrust laws of the State of Texas, and 1 Tex. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967).

12. PUBLIC INFORMATION ACT
(a) [SUPPLIER] acknowledges that TEXAS A&M University (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.
(b) Upon TEXAS A&M’S written request, [SUPPLIER] will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under chapter 552, Texas Government Code, to TEXAS A&M in a non-proprietary format acceptable to TEXAS A&M. As used in this provision, “public information” has the meaning assigned Section 552.002, Texas Government Code, but only includes information with which TEXAS A&M has a right of access.
(c) [SUPPLIER] 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 2361.253(a)(1), Texas Government Code.

13. TEXAS FAMILY CODE SECTION 231.006
INELIGIBILITY TO RECEIVE STATE GRANTS OR LOANS OR RECEIVE PAYMENT ON STATE CONTRACTS
(a) A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds used for a contract to provide property, materials, or services, or receive a state-funded grant or loan.

(1) A child support obligor who is more than 30 days delinquent in paying child support is not eligible to receive student financial assistance paid directly to the obligor by the comptroller. This subsection does not apply to an obligor who submits to the comptroller:
   (i) A sworn affidavit from the obligor or obligee stating that the obligor is current on the obligor’s child support payments; and
   (ii) A written statement from the obligor that the obligor has made a request to the Title IV-D agency to correct the errors in the obligor’s payment record.
(b) A child support obligor or business entity ineligible to receive payments under Subsection (a) or a child support obligor ineligible to receive payments under Subsection (a-1) remains ineligible until:
   (1) All arrearages have been paid;
   (2) The obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or
   (3) The court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) as part of a court-supervised effort to improve earnings and child support payments.
(c) A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.
(d) A contract, bid, or application subject to the requirements of this section must include the following statement:
   “Under Section 231.006, Family Code, the SUPPLIER or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.”
(e) If a state agency determines that an individual or business entity holding a state contract is ineligible to receive payment under Subsection (a), the contract may be terminated.
(f) If the certificate required under Subsection (d) is shown to be false, the SUPPLIER is liable to the state for attorney’s fees, the costs necessary to complete the contract, including the cost of advertising and awarding a second contract, and any other damages provided by law or contract.

This section does not create a cause of action to contest a bid or award of a state grant, loan, or contract. This section does not impose a duty on the Title IV-D agency to collect information to send to the comptroller to withhold a payment to a business entity. The Title IV-D agency and other affected agencies are encouraged to develop a system by which the Title IV-D agency may identify a business entity that is ineligible to receive a state payment under Subsection (a) and to ensure that a state payment to the entity is not made. This system should be implemented using existing funds and only if the Title IV-D agency, comptroller, and other affected agencies determine that it will be cost-effective.

(b) This section does not apply to a contract between governmental entities.
(i) The Title IV-D agency may adopt rules or prescribe forms to implement any provision of this section.
(j) A state agency may accept a bid that does not include the information required under Subsection (c) if the state agency collects the information before the contract, grant, or loan is executed.


14. EXPORT CONTROL - SUPPLIER 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 University (TEXAS A&M) typically does not take receipt of export controlled goods, technical data, services or technology (collectively "materials") except as may be specifically agreed by TEXAS A&M. SUPPLIER 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 agents, contractors, and subcontractors who shall use such Materials. SUPPLIER 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.

15. INFORMATION SECURITY

Pursuant to Title 1, Chapter 202, §202.77 of the Texas Administrative Code, SUPPLIER hereby acknowledges responsibility to comply with all applicable TEXAS A&M UNIVERSITY (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 SUPPLIER Access, Confidential Information is defined as information that must be protected from unauthorized disclosure or public release based on state or federal law or otherwise 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 5.2.14 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 SUPPLIER should obtain or be granted access to Confidential and/or Mission Critical Information of TEXAS A&M ("TEXAS A&M Information"), SUPPLIER will keep and protect TEXAS A&M Information in accordance with no less than the security standards established by TEXAS A&M policies, rules, and procedures. At the expiration or early termination of this Agreement, SUPPLIER agrees to return all TEXAS A&M Information or agrees to provide adequate certification that the TEXAS A&M Information has been destroyed. SUPPLIER, its employees, agents, contractors, and subcontractors shall use all reasonable precautions in connection with performance by SUPPLIER of the services provided to TEXAS A&M pursuant to this Agreement, and for no other purpose. Should SUPPLIER, its employees, agents, contractors, or subcontractors acquire any TEXAS A&M Information during the course of this Agreement, it shall not be used for SUPPLIER’s own purposes or divulged to third parties. SUPPLIER shall comply with all terms and conditions of any TEXAS A&M non-disclosure agreement applicable to this Agreement.

Both parties shall each provide contact information for specific individuals. The designated contact for TEXAS A&M shall be the Department of \_

16. SUSTAINABILITY

TEXAS A&M UNIVERSITY 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 UNIVERSITY requests SUPPLIER’S assistance in campus sustainability initiatives by informing us in any bid response, or other discussions, of SUPPLIER’S sustainability practices or environmentally sustainable product offerings. For example, alternative products available from SUPPLIER which may be recyclable or reusable, end of life (obsolescence) return of equipment to SUPPLIER, energy-saving devices, return to SUPPLIER of shipping containers, packaging or like excess materials.

17. ALTERNATIVE DISPUTE RESOLUTION

SUPPLIER must use the dispute resolution process provided in Chapter 2360 of the Texas Government Code to attempt to resolve a dispute arising under this Agreement and is required to use a neutral provider to assist in accordance with Chapter 107, Texas Civil Practice and Remedies Code. SUPPLIER must submit written notice of a claim of breach of contract to the University Contracts Officer, TEXAS A&M UNIVERSITY.