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

OPENING DATE: 06/15/2017 at 2:00 PM (CST)
BID #: B700054
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 00000
QATAR

AUTHORIZED SIGNATURE

PRINT OR TYPE NAME

TITLE 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. 245.

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<table>
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</thead>
<tbody>
<tr>
<td></td>
<td><strong>UPON AWARD, EQUIPMENT WILL BE FOR USE AND DELIVERY TO THE TEXAS A&amp;M UNIVERSITY - QATAR CAMPUS LOCATED IN DOHA, QATAR.</strong></td>
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<td><strong>SHIPPING TERMS NON-DOHA VENDORS:</strong></td>
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<td></td>
<td>INCOTERM - DAP (DELIVERED AT PLACE). VENDOR WILL DELIVER THE GOODS DOOR TO DOOR TAMUQ. EXCLUDING DUTIES, TAXES AND INCLUDING CUSTOMS CLEARANCE. TAMUQ IS RESPONSIBLE FOR CUSTOMS DUTIES &amp; TAXES, INCLUDING BAYAN</td>
<td></td>
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<td></td>
<td>INCOTERM - DDP (DELIVERY DUTY PAID)</td>
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<td></td>
<td><strong>FOR DOHA VENDORS:</strong></td>
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<td></td>
<td>**WE HAVE BEEN NOTIFIED THAT QATAR CUSTOMS HAVE IMPLEMENTED AN AUTOMATED ELECTRONIC CLEARANCE PROCESS CALLED &quot;SINGLE WINDOW&quot; AND ALL INCOMING SHIPMENTS WILL BE SUBJECT TO BAYAN &amp; 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 **</td>
<td></td>
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<td></td>
<td><strong>PLEASE NOTE: QATAR CUSTOMS REQUIRES ALL ORIGINAL SHIPPING DOCUMENTS:</strong></td>
<td></td>
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<td></td>
<td>1 - ORIGINAL CERTIFICATE OF ORIGIN STAMPED FROM CHAMBER OF COMMERCE</td>
<td></td>
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<td></td>
<td>2 - ORIGINAL COMMERCIAL INVOICE STATING EACH ITEM (PRICE/ORIGINAL MADE/QUANTITY) STAMPED FROM CHAMBER OF COMMERCE</td>
<td></td>
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TERMS: FOB DESTINATION, FREIGHT PREPAID AND ALLOWED

DELIVERY IN _ DAYS

Purchasing Agent for Texas A&M University

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QATAR

Authorized Signature:

PRINT OR TYPE NAME

TITLE

DATE

---

3- PACKING LIST;
4- AIRWAY BILL

ALL INFORMATION MUST BE THE SAME ON EACH OF
THE ABOVE DOCUMENTS. IF THE INFORMATION IS
DIFFERENT, THE SHIPMENT WILL NOT CLEAR QATAR
CUSTOMS.

QUOTE IN FIRM US DOLLARS

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<tr>
<td>1</td>
<td>AUT-DEV-ECU-LUMINA AutonomouStuff (AUT-DEV-ECU-LUMINA) Panless Computer 167 NISE 3700E2, Support 4th generation Intel Core i7, LGA Socket Type Embedded Processor, Intel 879 PCH, 8GB RAM, 128GB HDD, Support. 1 x 2.5” SATA HDD, 1 x DVI-I, 1 x DVI-D, and 1 x HDMI with Independent Display Support. Three Intel Gbe LAN ports; Support WO, Teaming and PXE, 4 x USB 3.0, 4 x USB 2.0, 1 x RS232 and 2 x RS232/422/485 with auto flow control, 2 x internal Mini-PCIe socket support Optional Wi-Fi/3.5G/mSATA/ Fieldbus, 1x External CPast socket and 1 x SIM card socket Support +9V to 30VDC input: ATX power mode, 2 x PCI or PCIe x4 expansions Harmonized Code 8471.50.00 Country of Origin: USA 1 4,250.00 4,250.00 AUT-PWR-ADP-AUTO AutonomouStuff (AUT-PWR-ADP-AUTO) Intelligent DC-DC converter</td>
<td>1</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>AUT-PWR-ADP-AUTO AutonomouStuff (AUT-PWR-ADP-AUTO) Intelligent DC-DC converter with USB interface. 100 Watt, Wide range input (6-34V), Programmable output 5-24V, Default output 12V enclosed in 0.8mm steel, black</td>
<td>1</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
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</table>

TERMS: FOB DESTINATION, FREIGHT PREPAID AND ALLOWED

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
☐ USA supplied supplies, materials, or equipment
☐ Other (see 113.8 on the last page)

TOTAL

PURCHASING AGENT FOR TEXAS A&M UNIVERSITY
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Destination of Goods:

TEXAS A&M UNIVERSITY

DOHA 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 ( ) HUB ( ) WO ( ) JAP ( )

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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<tbody>
<tr>
<td>3</td>
<td>Item: KVS-00683-6 Kvaser (00683-6) Kvaser PCIEcan 4xHS</td>
<td>1</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Item: MBL-ICAN000001 Mobileye (ICAN000001) Mobileye EyeCAN USB Cable Kit. One channel USB interface for CAN bus. Used for installation and calibration, as well as CAN bus analysis (sniffing) and firmware upgrades. Harmonized Code: 8542.31.00 Country of Origin: Israel Includes: -EyeCAN USB Cable -EyeCAN/LOG Y-cable (P/N: CAB000091) -EyeCAN Sniffer Cable (P/N:</td>
<td>1</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Item no: MBL-ME5ABOX001 Mobileye (ME5ABOX001) Me5 Enhancement Box. Configurable adapter that supports up to 6 analog signal inputs and 2 analog outputs. Enables easier installation on vehicles with Paw</td>
<td>1</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 113.8 on the last page)

PURCHASING AGENT FOR TEXAS A&M UNIVERSITY
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DOHA 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 / MBP / MSB / M/W/ WOS / AAI

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

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

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<tr>
<td>7</td>
<td>a limited variety of signals on the CAN-bus and/or no CAN-bus. Harmonized Code: 8542.31.00 Country of Origin: China</td>
<td>1</td>
<td>EA</td>
<td></td>
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<td></td>
<td>Includes:</td>
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<td>- E-Box Unit</td>
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<td></td>
<td>- A-Box I/O Signals Cable (P/N: CAB000133)</td>
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<tr>
<td></td>
<td>- Mobileye 5 to A-Box Cable (P/N: CAB000131)</td>
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TERMS: FOB DESTINATION, FREIGHT PREPAID AND ALLOWED

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
☐ U.S.A produced supplies, materials, or equipment
☐ Other (See Sec. 1.13 on the last page)

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

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TEXAS A&M UNIVERSITY
DOHA 00000
QATAR

Authorized Signature: 
Vendor ID Number:

PRINT OR TYPE NAME:

STATE LAW PROVIDES YOU THE RIGHT TO REQUEST, RECEIVE, REVIEW AND CORRECT INFORMATION ABOUT YOURSELF COLLECTED BY THIS FORM. CONTACT: de-young@tamu.edu or 979-845-4570 Ext. 245.

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<td></td>
<td>Harmonized Code: 8544.30.0000</td>
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<td></td>
<td></td>
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<tr>
<td></td>
<td>Country of Origin: USA</td>
<td></td>
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</tr>
<tr>
<td>9</td>
<td>Item: AUT-BKT-ESR Autonomous Stuff (SLD90008) ESR Mounting Bracket</td>
<td>1</td>
<td>EA</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Harmonized Code: 7326.90.8588</td>
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<tr>
<td></td>
<td>Country of Origin: USA</td>
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<tr>
<td>10</td>
<td>Item: DRK-12-24-ADP DROK (090183) Waterproof DC Synchronous</td>
<td>1</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Boost Converter Regulator DC-DC 9-24V 12V to 24V 5A/120W Step-up Power</td>
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<tr>
<td></td>
<td>Supply Circuit Module Adapter with Aluminum Shell</td>
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</tbody>
</table>

11  Please quote any/all applicable discounts  

12  Shipping Terms:

Incoterm - DAP (Delivered at Place or

Incoterm - DDP (Delivery Duty Paid)

Note: Bidders shall indicate shipping term offered and provide estimated cost

Note To Bidders:

If bidding other than specified, bidders shall include with bid response descriptive literature and detailed specifications of product offered. Failure to do so may result in the disqualification of your

PAW

TERMS: _______________ FOB DESTINATION, FREIGHT PREPAID AND ALLOWED  

DELIVERY IN _______________ DAYS

Check below if preference claimed under Rule 1 TAC 113.8

☐ Supplies, materials, equipment, or services produced in TX for TX
☐ Agricultural products produced or grown in TX
☐ Agricultural products and services offered by TX bidders
☐ USA produced supplies, materials, or equipment
☐ Other (see 113.8 on the last page)
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AUTHORIZED SIGNATURE

PRINT OR TYPE NAME

TITLE DATE

Vendor ID Number:
See Instructions 1.8 on the last page for vendor ID Number.
( ) Historically Underrepresented Businesses certified by TPASS.
Please specify ( BLK | BLP | WO | WOJ | AM

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

Vendor agrees to comply with all conditions below and on the last page of this document.

Terms and Conditions:

offer.

Indicate Manufacturer and Model Offered:

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

Warranty Terms:
Bidders shall indicate warranty terms of product offered:

-----------------------------------------------

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;
- 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

Purchasing Agent for Texas A&M University

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DELIVERY IN ________ DAYS

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<tr>
<td></td>
<td>any or all offers, to waive informalities and technicalities, to accept the offer considered the most advantageous to the University. Texas A&amp;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&amp;M's decision is final.</td>
<td></td>
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<td></td>
<td>VENDOR’S TELEPHONE NO:</td>
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<td>VENDOR’S FAX NO:</td>
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PAW

TERMS: _________________ FOB DESTINATION, FREIGHT PREPAID AND ALLOWED TOTAL __________

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☐ Other (see 1.13 on the last page)

PURCHASING AGENT FOR TEXAS A&M UNIVERSITY
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 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. Bidder guarantees product or service offered will meet or exceed specifications included as part of this Invitation for Bid.

1.3 Bids should 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, Bidder 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 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 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." 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 each page of your bid. If you are not assigned a number, complete the following: 1. Enter your Federal Employer Identification Number. 2. Sole owner 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. The bidder shall 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 timely bidding would cause rejection of bids by TEXAS A&M and/or investigation for antitrust violations.

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

- Products made from materials which are not hazardous to human health or the environment
- Products made of recycled, reclaimed, or environmentally sensitive materials including recycled steel
- Energy efficient products
- Rubberized asphalt paving material
- Recycled motor oil and lubricants
- Products produced at facilities located on formerly contaminated property
- Products and services from economically depressed or blighted areas

1.14 The telephone number for FAX submission of bids is 979-843-3800. 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 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 name and quality will be considered unless otherwise specified. If bidding on the 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, containing 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, FMIR 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 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.

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).

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 SUPPLIER to complete delivery in 14 calendar days. Unilaterally short or long delivery promises may cause bid to be disregarded.

4.2 If delay is foresee, SUPPLIER shall give written notice to TEXAS A&M. TEXAS A&M has the right to extend delivery date if reasons appear valid. Default is promised delivery (without accepted reason) 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.

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 is obtained in writing 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 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 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 or held for disposition at SUPPLIER'S risk and expense. Any defects may result in revocation of acceptance.

6. 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 affixed, the bidder hereby certifies that:

6.1 The bidder has not given, offered to give, or intends to give at any time hereafter any economic opportunity, future employment, gift, loan, grant, special discount, trip, favor, or service to a public servant in connection with the submitted bid.

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

6.3 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 entitled to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.

6.4 Neither the bidder nor the firm, corporation, partnership or institution represented by the bidder, nor 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.

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

6.6 The SUPPLIER shall defend, indemnify, and hold harmless the State of Texas, all of its offices, 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.

6.7 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.

6.8 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:

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

6.10 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 agrees 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 award.

7. CONFLICTING TERMS & CONDITIONS - 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.
8. AWARD OF CONTRACT - A response to an IFB is an offer to contract with TEXAS A&M University, conditions, terms, and specifications as set forth 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 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, 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 to 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 2261.253(a)(1), Texas Government Code.

13. TEXAS FAMILY CODE SECTION 231.006
NEGLIGENCE 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.
(b) 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 comptroller. This subsection does not apply to an obligor who submits to the comptroller:
(1) a sworn affidavit from the obligor or obligor 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.
(c) 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 arrears are paid; or
(2) the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency;

14. EXPORT CONTROL - SUPPLIER agrees to comply with all applicable US Export Control laws, rules, and regulations, including 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 exported controlled goods, technical data, services or technology ("Materials") except as may be specifically agreed to by TEXAS A&M. SUPPLIER agrees that at no time 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 covered by the terms and conditions of the 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 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 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 confidential to no less than the same degree of care as required by TEXAS A&M policies, rules and procedures. At the expiration or earlier 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, or subcontractors agree to execute 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 provide contact information for specific individuals. The designated contact for TEXAS A&M shall be the Department of __________________, TEXAS A&M, College Station, TX 77843, Telephone: (979) ___________ Email: _____________________________. The designated contact for SUPPLIER shall be (include email address and phone number). Should the designated contact or any third party need to be changed, the new contact information shall be updated and provided to the respective parties within 24 hours of such changes. Should SUPPLIER have a need to access TEXAS A&M Information, that request shall be directed to TEXAS A&M’s designated contact. Further, SUPPLIER shall be responsible for reporting any security breaches directly to TEXAS A&M. TEXAS A&M’s designated contact for breaches shall be Help Desk Central (helpdesk@tamu.edu) or (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 (cio@tamu.edu).

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 and contribute to the greatest extent practicable. 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 2260 of the Texas Government Code to attempt to resolve a dispute arising under this Agreement and is a required prerequisite to suit 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.