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  

Bidder MUST Sign Below  
Failure to Sign will Disqualify Bid  

Company Name and Address:  

COMPANY NAME  
ADDRESS  
CITY STATE ZIP  
PHONE FAX  

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

AUTHORIZED SIGNATURE  
PRINT OR TYPE NAME  
TITLE DATE  

PLEASE NOTE: THIS BID HAS BEEN POSTED ON THE  
ELECTRONIC STATE BUSINESS DAILY (ESBD)  
WEBSITE:  
HTTP://ESBD.CPA.STATE.TX.US/  
IT IS THE BIDDERS RESPONSIBILITY TO CHECK  
THIS SITE FOR ANY ADDENDUM’S THAT MAY BE  
POSTED.  

WHEN SEARCHING THE ELECTRONIC STATE BUSINESS  
DAILY, PLEASE USE "MAIN B700060"  
******************************************************************************  
UPON AWARD, EQUIPMENT WILL BE FOR USE AND  
DELIVERY TO THE TEXAS A&M UNIVERSITY – QATAR  
CAMPUSS LOCATED IN DOHA, QATAR.  
******************************************************************************  
SHIPPING TERMS NON-Doha Vendors:  
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 & TAXES, INCLUDING BAYAN  

SHIPPING TERMS FOR DOHA VENDORS:  
INCOTERM - DDP (DELIVERY DUTY PAID)  

FOR DOHA VENDORS:  
** WE HAVE BEEN NOTIFIED THAT QATAR CUSTOMS  
HAVE IMPLEMENTED AN AUTOMATED ELECTRONIC  
CLEARANCE PROCESS CALLED "SINGLE WINDOW" AND  
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  

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  

Patty Winkler
INVITATION FOR BID – RETURN SEALED BIDS TO:  07/17/2017
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

Bidder MUST Sign Below
Failure to Sign will Disqualify Bid

Company Name and Address:

Authorized Signature

Print or Type Name

Title

Date

OPENING DATE:  07/31/2017  at 2:00 PM (CST)

BID #:  B700060

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

Vendor ID Number:
See Instructions 1.8 on the last page for vendor ID Number.
( ) Historically Underutilized Business certified by TPASS.
Please specify ( 8(81K ( HISP ) 7WO ) 3AP )

By signing this bid, bidder certifies that if a Texas address is
shown on 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.

<table>
<thead>
<tr>
<th>Item</th>
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<th>Unit Price</th>
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<tr>
<td></td>
<td>THESE CHARGES WITH YOUR SHIPPING AGENT **</td>
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<td>PLEASE NOTE: QATAR CUSTOMS REQUIRES ALL</td>
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<td></td>
<td>ORIGINAL SHIPPING DOCUMENTS:</td>
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<tr>
<td>1</td>
<td>1- ORIGINAL CERTIFICATE OF ORIGIN STAMPED</td>
<td>1</td>
<td>EA</td>
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<td>FROM CHAMBER OF COMMERCE</td>
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<td>2- ORIGINAL COMMERCIAL INVOICE STATING EACH</td>
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<td></td>
<td>ITEM (PRICE/ORIGINAL MADE/QUANTITY)</td>
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<td>STAMPED FROM CHAMBER OF COMMERCE.</td>
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<td>3- PACKING LIST;</td>
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<td>4- AIRWAY BILL</td>
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<td>ALL INFORMATION MUST BE THE SAME ON EACH OF</td>
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<td>THE ABOVE DOCUMENTS. IF THE INFORMATION IS</td>
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<td></td>
<td>DIFFERENT, THE SHIPMENT WILL NOT CLEAR QATAR</td>
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<td></td>
<td>CUSTOMS.</td>
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<td>**************************************</td>
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<td></td>
<td>QUOTE IN FIRM US DOLLARS</td>
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<tr>
<td>1</td>
<td>Camera, High Speed Phantom Camera, MIRO-LAB</td>
<td>1</td>
<td>EA</td>
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<tr>
<td></td>
<td>310 or equivalent meeting the following</td>
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<td></td>
<td>minimum specifications:</td>
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<tr>
<td></td>
<td>- Phantom Miro Lab310, Color 12GB Memory,</td>
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<td></td>
<td>12 BIT, 1 US</td>
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<td></td>
<td>- Light weight, rugged, portable</td>
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<td>- One megapixel, 1280 x 800 resolution at</td>
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<td></td>
<td>over 3000 frames per-second</td>
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<td>- CineFlash storage, Canon EOS lens support</td>
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<td>- Internal capping shutter</td>
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<td></td>
<td>- Rechargeable battery</td>
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<td></td>
<td>- Available in M, R, LC and LAB styles</td>
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<td></td>
<td>- Segment memory for up to 63 cines in multi-</td>
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<td></td>
<td>- Image-Based Auto-Trigger</td>
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</tbody>
</table>

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
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: 07/31/2017 at 2:30 PM (CST)

BID #: B700060

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

VENDOR AGREES TO COMPLY WITH ALL CONDITIONS BELOW AND ON THE LAST PAGE OF 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 ( ) DBE ( ) HIS ( ) WOB ( ) A/P ( ) M

PRINT OR TYPE NAME

DATE

BY SIGNED 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: dj_young@tamu.edu OR 979-845-4570 EXT. 245.

<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Please quote any/all applicable Educational Discounts</td>
<td>1</td>
<td>EA</td>
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<td>3</td>
<td>Shipping Terms:</td>
<td>1</td>
<td>LOT</td>
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<tr>
<td></td>
<td>Incoterm - DAP (Delivered At Place)</td>
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<td>or</td>
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<td>Incoterm - DDP (Delivery Duty Paid)</td>
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<td>NOTE: Bidders shall indicate incoterm offered and provide estimated shipping cost</td>
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<td>Note To Bidders:</td>
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<td></td>
<td>If bidding other than specified, bidders shall provide descriptive literature and detailed specification of product offered. Failure to do so may result in the disqualification of your bid response.</td>
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<td>PAW</td>
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TERMS: FOB DESTINATION, FREIGHT PREPAID AND ALLOWED

DELIVERY IN _______________ DAYS

☐ 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
INVITATION FOR BID – RETURN SEALED BIDS TO:  07/17/2017
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

Bidder MUST Sign Below
Failure to Sign will Disqualify Bid

Company Name and Address:

OPENING DATE: 07/31/2017  at 2:00 PM (CST)

BID #: B700060

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

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: dj-young@tamu.edu or 979-845-4570 Ext. 245.

TITLE DATE

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</thead>
<tbody>
<tr>
<td>Warranty:</td>
<td>Indicate warranty terms of product offered:</td>
<td></td>
<td></td>
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<td></td>
<td>Payment Terms:</td>
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<td></td>
<td>100%, Net 30 - Upon Receipt and Acceptance</td>
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<td></td>
<td>Award</td>
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<td>The award shall be made based on the following &quot;Best Value Criteria&quot;. Texas A&amp;M University reserves the right to consider the following and any other factors deemed necessary to evaluate the offer and determine the &quot;Best Value&quot; for the University.</td>
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<td></td>
<td>- Vendor's ability to meet the specifications and requirements;</td>
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<td></td>
<td>- Delivery requirements after the receipt of order.</td>
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<td>- The acquisition prices/rates of discounts</td>
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<td>- Acceptance of payment terms</td>
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<td></td>
<td>- Warranty terms</td>
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<td></td>
<td>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.</td>
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<td>TAMUQ reserves the right to make the decision as to what system best meets the minimum specifications and which system best suits</td>
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PAW

TERMS: FOB DESTINATION, FREIGHT PREPAID AND ALLOWED

DELIVERY IN __ DAYS

Check below if preference claimed under Rule 1 TAC 113.6
☐ Supplies, materials, equipment, or services produced in TX offered by TX bidders
☐ Agricultural products or 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
the needs of the university. Texas A&M's decision is final.

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

<table>
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<td>FOB DESTINATION, FREIGHT PREPAID AND ALLOWED</td>
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TERMS: FOB DESTINATION, FREIGHT PREPAID AND ALLOWED

DELIVERY IN X 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

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.
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 should 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, of the bid cover sheet should be followed 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. Include delivery service or hand delivering, which requires a street address, address is 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 the 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 (upper right) if it is not given. 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 investigation 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 produced or 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 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 desired quality. 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 storage and shipment, unless otherwise indicated in IFB. Oral agreements to the contrary will not be recognized.

2.2 All electrical items must meet all applicable OSHA 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 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).

3. 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 obligations SUPPLIER will complete delivery in 14 calendar days. Unreasonably short or long delivery promises may cause the bid to be disregarded.

4.2 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 acceptable reasons) or failure to meet minimum delivery time provided in this IFB may cause supplier 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 will be made during regular working hours only, unless prior approval for late delivery has been obtained from TEXAS A&M.

5. INSPECTION AND TESTS - All goods will be subject to inspection and test by TEXAS A&M to the extent practicable at all times and places. Authorized TEXAS A&M personnel shall have access to any SUPPLIER’s place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted by 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. Late 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, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.

6.2 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 ineligible 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, 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, or 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 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.

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 699.003 of the Government Code, relating to contracting with executive head of a State agency. If Section 699.003 applies, bidder will complete the following information in order for the bid to be evaluated:

Name of Former Executive:
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 as acceptance of the authority of the State Auditor’s Office, or any successor agency, to conduct an audit or investigation in connection with these funds. Contractor further agrees to cooperate fully with the State Auditor’s Office or its authorized designee, 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.

7. CONFLICTING TERMS & CONDITIONS - Any terms and conditions attached to a bid will not be considered unless the bidder specifically refers them to them on the face of this bid form.

WARNING: SUCH TERMS AND CONDITIONS MAY RESULT IN DISQUALIFICATION OF THE BID. 6.6 BIDS WITH THE LAWS OF A STATE OTHER THAN TEXAS, REQUIREMENTS FOR PREPAYMENT LIMITATIONS ON REMEDIES, ETC.
8. AWARD OF CONTRACT - A response to an IFB is an offer to contract with TEXAS A&M based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts until they are accepted and an authorized purchase order is issued. 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 it 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, 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 specific 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 2001.250(a)(1), Texas Government Code.

13. TEXAS FAMILY CODE SECTION 231.006 INDEPENDENCY 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.

(c) A child support obligor who is more than nine months delinquent in paying child support may receive student financial assistance paid directly to the obligor by the comptroller if [SUPPLIER] agrees to:

(1) pay the student financial assistance payments directly to the obligor.

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 (ITA) 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 items or goods, technical data, services or technology but may be required to make such information available to SUPPLIER, its employees, agents, contractors, and subcontractors under this Agreement. SUPPLIER agrees to obtain any export licenses, if required by the United States Government and agrees to provide notice to 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: security 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 number, 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 as being essential to the continued performance of the mission of Texas A&M, the availability of which would result in consequences to Texas A&M.

In the event SUPPLIER should obtain or access granted to Confidential and/or Mission Critical Information of TEXAS A&M ("TEXAS A&M Information"), SUPPLIER will keep and protect all TEXAS A&M Information within the same degree of care as provided to SUPPLIER 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 notice toTexImage A&M Prior to the end of this Agreement, and for no other purpose. Should SUPPLIER, its employees, agents, contractors, or subcontractors store or use 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.

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 2260 of the Texas Government Code to attempt to resolve a dispute arising under this Agreement and required to file a notice of breach of contract with the University Contracts Office, TEXAS A&M UNIVERSITY.