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 ________________

AUTHORIZED SIGNATURE

PRINTER TYPE AND DATE

TITLE _______ DATE __________

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

TITLE & CERTIFICATE OF ORIGIN TO BE MADE OUT EXACTLY AS FOLLOW:

TEXAS A&M UNIVERSITY
MAIL STOP 6000
COLLEGE STATION, TEXAS 77843-6000

Texas A&M University is seeking bids for a 2017 One (1) Ton Dually Truck as per the specifications listed on bid B800001.

Questions Regarding This Invitation For Bid:

Any questions or concerns regarding this invitation for bid shall be directed to:

Angel Constancio, Buyer II
Texas A&M University
Procurement Services
Email: agc@tamu.edu

Best Value Award Criteria:

The award shall include the overall response to the bid, and will consist of, but is

AGC

TERMS: ________________________ FOB DESTINATION, FREIGHT PREPAID AND ALLOWED

DELIVERY IN ____________ DAYS

Check below if preference claimed under Rule 3 TAC 133.8
☐ 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)

Angel Constancio
Purchasing Agent for Texas A&M University
INVITATION FOR BID – RETURN SEALED BIDS TO:
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Department of Procurement Services
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Company Name and Address:

OPENING DATE: 09/13/2017 at 2:00 PM (CST)

BID #: B800001

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

Destination of Goods:

TEXAS A&M UNIVERSITY

COLLEGE STATION TX 77845-3149

AUTHORIZED SIGNATURE

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

PRIORITY AME

STATE LAW PROVIDES YOU THE RIGHT TO REQUEST, RECEIVE, REVIEW
AND CORRECT INFORMATION ABOUT YOURSELF COLLECTED BY THIS
FORM. CONTACT: e-illar@tamu.edu OR 979-845-9010.

<table>
<thead>
<tr>
<th>Title</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>not limited to:</td>
<td></td>
</tr>
<tr>
<td>*The purchase price</td>
<td></td>
</tr>
<tr>
<td>*References</td>
<td></td>
</tr>
<tr>
<td>*Delivery</td>
<td></td>
</tr>
<tr>
<td>*The extent to which the goods or services meet the Texas A&amp;M University's needs/specifications</td>
<td></td>
</tr>
<tr>
<td>*The quality of the vendor's goods or services</td>
<td></td>
</tr>
<tr>
<td>*The vendor's past relationship with Texas A&amp;M University</td>
<td></td>
</tr>
<tr>
<td>*Any other factor Texas A&amp;M University deems relevant</td>
<td></td>
</tr>
</tbody>
</table>

Texas A&M University reserves the right to accept or reject any or all bids, or any part thereof, and to waive any technicalities or formalities in the bidding process and to make the award on what is considered to be the best value to the University.

Texas A&M University must be confident that the needs of the University can be met.
Texas A&M University will evaluate and make the award on the bid that is determined to be the best value to the State based on the criteria listed above.

Texas A&M University reserves the right to add or remove items/products/services on this order at any time. Texas A&M University shall seek a quote from awarded supplier to obtain pricing, then issue a change order with added or deleted items.

AGC

TERMS: FOB DESTINATION, FREIGHT PREPAID AND ALLOWED

DELIVERY IN ___________ DAYS

Check below if preference claimed under Rule 1 TAC 115.8
☐ 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 2.13 on the last page)

*PURCHASING AGENT FOR TEXAS A&M UNIVERSITY
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Destination of Goods:
TEXAS A&M UNIVERSITY
COLLEGE STATION TX 77845-3149

Company Name and Address:

AUTHORIZED SIGNATURE

Priority Type AME

TITLE DATE

Vendor ID Number:
See Instructions 1.4 on the last page for vendor ID Number.
( ) Historically Underutilized Business certified by T-PASS.
Please specify: ( ) HUB ( ) WO ( ) AEP ( ) JA

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: c-gillan@tamu.edu or 979-845-9010.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>UOM</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
</table>

Additional Charges:

Shall be outlined herein; any additional charges not specified in this invitation for bid shall become the responsibility of the vendor.

Cancellation:

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

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

Texas A&M University reserves the right to cancel with a thirty (30) day written notice.

Shipping:

AGC

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 on the last page)

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COLLEGE STATION TX 77845-3149

AUTHORIZED SIGNATURE

PR TO R TYPE AM E

TITIE DATE

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

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<table>
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<tr>
<th>Item</th>
<th>Description</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Quote FOB Destination, freight prepaid and included in the cost.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>All equipment must be fully insured against loss and damage during shipping.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The equipment is to be delivered as a complete operational system.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>All manuals are to be delivered with the equipment and to be in English.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Exact delivery location and date shall be coordinated with the department contact or their designee. The department contact or their designee shall be notified twenty four (24) hours before delivery.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Educational Discounts:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Provide any and all applicable discounts on the items listed.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Performance Criteria For Acceptance:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>To be accepted, the equipment must function properly at the end user's site by meeting or exceeding the specifications outlined in the purchase order.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>If the equipment fails to function properly, the vendor shall be responsible to provide and carry out any and all diagnostics and repairs necessary to make the equipment</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
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AUTHORIZED SIN A TURE

PRIORITY TYPE AM E

TITLE DATE

OPERATE correctly. Any costs associated with providing diagnostics and repair will be at vendor's expense. All diagnostic test results shall be provided to the ordering department and only after the department verifies that specifications have been met will the equipment be considered acceptable. Original equipment manufacturer parts (OEM).

Warranty:
Vendor shall submit manufacturer's warranty with equipment.
Warranty is to begin upon the acceptance of equipment by Texas A&M University.

Payment:
Shall be Net 30 after receipt of invoice and product, and final acceptance as operational per the performance criteria outlined in the bid. Final acceptance is to be approved by the department contact or their designee.

Vendor Contact Information of the individual who will be servicing this account:

Contact Name: __________________________
Phone: ________________________________

AGC

TERMS: FOB DESTINATION, FREIGHT PREPAID AND ALLOWED

DELIVERY IN __________ DAYS

TOTAL __________

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AUTHORIZED SIGNATURE

PRIORITY AME

TITLE DATE

Fax: 
Email: 

Attributes:

Please answer the following:

Freight Charges to be FOB Destination, Texas A&M University-College Station, Texas 77845. Prepaid and included in the unit cost.

If vendor's terms and conditions differ is the following language ok to use?

Where TAMU terms and conditions differ from those of the vendor the vendor's terms shall be enforceable only to the extent allowed by the laws of The State of Texas.

What is your HUB Ethnicity 

Gender

AGC

<table>
<thead>
<tr>
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<th>Quantity</th>
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<th>Unit Price</th>
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COLLEGE STATION TX 77845-3149

Authorized Signature

Prior to M E

Title

Date

Authorized Signature

Prior to M E

Title

Date

Vendor ID Number:
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( ) Historically Underutilized Business certified by TPASS.
Please specify ( ) DBE ( ) HSB ( ) WO ( ) AP ( ) Other

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<th>Quantity</th>
<th>UOM</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
</table>
1. Are you registered on the Central Master Bidders List

Delivery Schedule:
Delivery within _____ calendar days after receipt of order.

1 2017 One (1) Ton Dually Crew Cab Pickup
with 8 ft. Bed

See attached specifications

VENDOR'S TELEPHONE NO: ____________________________
VENDOR'S FAX NO: ____________________________

AGC

TERMS: FOB DESTINATION, FREIGHT PREPAID AND ALLOWED

DELIVERY IN _____ DAYS

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☐ Agricultural products and services offered by TX bidders
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☐ Other (See 5.13 on the last page)

Purchasing Agent for Texas A&M University
Bidder shall complete every space in the section II-bidder's proposal column with either a check mark ( ) to indicate the item being bid is exactly as specified or a description to indicate any deviation of the item being bid from the specifications. All items to be factory installed unless otherwise noted. Texas A&M University will be sole judge as to what is functionally equivalent.

<table>
<thead>
<tr>
<th>Section I</th>
<th>Specifications</th>
<th>Section II</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment</td>
<td>2017 1 Ton Dually Crew Cab Pickup with 8' Bed</td>
<td>MFG.______________________</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Model#_____________________</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Year:_____________________</td>
</tr>
<tr>
<td>GVWR</td>
<td>10,000 - 11,000</td>
<td></td>
</tr>
<tr>
<td>Engine</td>
<td>V8 Diesel 6.7l</td>
<td></td>
</tr>
<tr>
<td>Transmission</td>
<td>Heavy Duty Automatic 6 Speed</td>
<td></td>
</tr>
<tr>
<td>Axle Ratio</td>
<td>Minimum 3.55 Non-Limited Slip</td>
<td></td>
</tr>
<tr>
<td>Wheel Base</td>
<td>176&quot;</td>
<td></td>
</tr>
<tr>
<td>Color</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interior</td>
<td>Grey or Tan Cloth</td>
<td></td>
</tr>
<tr>
<td>Exterior</td>
<td>White Exterior</td>
<td></td>
</tr>
<tr>
<td>Tires</td>
<td>LT245/75R17E</td>
<td></td>
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<tr>
<td>Wheels</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brakes</td>
<td>4 Wheel Power Disc ABS</td>
<td></td>
</tr>
<tr>
<td>Springs &amp; Shocks</td>
<td>Heavy Duty Gas Shocks, Heavy Duty Springs</td>
<td></td>
</tr>
<tr>
<td>Suspension</td>
<td>Trailer Sway Control, Roll Stability Control, Stabilizer Bar (Front)</td>
<td></td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>Front and Back Controls</td>
<td></td>
</tr>
<tr>
<td>Heater/Defroster</td>
<td>Front and Back Controls</td>
<td></td>
</tr>
<tr>
<td>Air Bags</td>
<td>Front Seat, Front Seat Side</td>
<td></td>
</tr>
<tr>
<td>Battery</td>
<td>Heavy Duty 800 Cold Cranking Amps</td>
<td></td>
</tr>
<tr>
<td>Auxiliary Battery</td>
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<tr>
<td>Feature</td>
<td>Details</td>
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<td>---------------------------------</td>
<td>----------------------------------------------</td>
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<tr>
<td>Instrumentation With Tachometer and Message Center including Odometer, Trip Odometer, Distance-To-Empty, Average Fuel Economy, Engine Hour Meter and Warning Messages</td>
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<tr>
<td>Gauges</td>
<td></td>
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<tr>
<td>Alternator</td>
<td>Heavy Duty</td>
<td></td>
</tr>
<tr>
<td>Interior</td>
<td>Grey</td>
<td></td>
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<tr>
<td>Seating</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Front</td>
<td>Cloth Seating 40/20/40 Split Bench With Console</td>
<td></td>
</tr>
<tr>
<td>Back</td>
<td>Cloth 60/40</td>
<td></td>
</tr>
<tr>
<td>Floor Cover</td>
<td>Vinyl</td>
<td></td>
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<tr>
<td>Lighting</td>
<td></td>
<td></td>
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<tr>
<td>Quad Dual Beam Halogen Headlamps, Interior Dome Lamp, Map Lights Driver/Passenger/Rear</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Radio</td>
<td>AM/FM/MP3/CD/Bluetooth</td>
<td></td>
</tr>
<tr>
<td>Steering</td>
<td>Power</td>
<td></td>
</tr>
<tr>
<td>Fuel Tank</td>
<td>Min. 34 Gal</td>
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<tr>
<td>Emissions</td>
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<td></td>
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<tr>
<td>Exhaust System</td>
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<td></td>
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<tr>
<td>Window</td>
<td>Power Windows/Solar Tinted</td>
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</tr>
<tr>
<td>Locks</td>
<td>Power Door Locks/Keyless Entry</td>
<td></td>
</tr>
<tr>
<td>Mirrors</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Exterior</td>
<td>Telescoping Trailer Mirrors</td>
<td></td>
</tr>
<tr>
<td>Interior</td>
<td>Day/Night Adjustable</td>
<td></td>
</tr>
<tr>
<td>Windshield Wipers</td>
<td>Variable, Intermittent</td>
<td></td>
</tr>
<tr>
<td>Extras</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jack With Spare Tire Wrench</td>
<td></td>
<td></td>
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<tr>
<td>Hands Free Phone Control</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Android Auto/i-Phone</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
USB Ports Front and Rear

Complete Trailer Package

Trailer Brake Control

Spray In Bed Liner

Ultimate Trailer Tow Camera System Includes:
Rear View Camera, 180/360 Degree Camera System*, Rear CHMSL Camera, Trailer Reverse Guidance, and LED CHMSL. Display in Center Stack Screen
ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF BID AND ANY SUBSEQUENT AWARD

EXCEPTIONS THERETO MUST BE IN WRITING

1. BIDDING REQUIREMENTS

1.1 Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor’s Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract awards.

2. SPECIFICATIONS

Any catalogue, brand name or manufacturer reference used in the Invitation for Bid is descriptive only (not restrictive), and is intended to indicate type and quality desired. Bids on brands of like nature and quality will be considered unless otherwise specified. Bids on other than reference, brand name, 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 will be required. If the bidder takes an exception to specifications or reference data in his or her bid, the bidder will be required to furnish brand names, numbers, etc. if the invitation for the bid is an IFB.

2.1 All items shall be new and unused, in first class condition, including containers suitable for shipping and storage, unless otherwise indicated in the Invitation for Bid (IFB).

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 execution, they will be returned to the bidder, upon request, at the 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 held by any oral statement or representation contrary to the written specifications of this IFB.

2.5 Manufacturer’s standard warranty shall apply unless otherwise stated in the IFB.

3. TIE BIDS - In case of tie bids, the award will be made in accordance with Rule 1 TAC Section 113.6 (b) 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. Unreasonably short or long delivery promises may cause bid to be disregarded.

4.2 If delivery is unforeseen, 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 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.

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

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

5. INSPECTION AND TESTS - All goods will be subject to inspection and test by TEXAS A&M, to the extent practicable at all times and places. Authorized TEXAS A&M personnel shall have access to any SUPPLIER’s place of busines 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 of testing not to meet or exceed all conditions and requirements of the specifications, the cost of the samples 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 hereof 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, 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 officers, agents and employees from any and 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 head 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 State Auditor’s Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor’s Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract awards.

7. CONFlicting TERMS & CONDITIONS - Any terms and conditions attached to this 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. [Cf. BIDS WITH THE LAWS OF A STATE OTHER THAN TEXAS, REQUIREMENTS FOR PREPAYMENT, LIMITATIONS ON REMISSIONS, 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 effective 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 store Public Information under Public Information Act, Section 552, Texas Government Code, in response 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 request of 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
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:
(1) receive payments from state funds under a contract to provide property, materials, or service; or
(2) receive a state-funded grant or loan.

(a-1) A child support obligor who is more than six months delinquent in paying child support is not eligible to receive student financial assistance paid directly to the obligor by the comptroller. This subsection does not apply to an obligor who submits to the comptroller:
(1) a sworn affidavit from the obligor or obligee stating that the obligor is current on the obligor’s child support payments; and
(2) a written statement from the obligor that the obligor has made a request to the Title IV-D agency to correct the errors in the obligor’s payment record.

(b) A child support obligor or business entity ineligible to receive payments under Subsection (a) or a child support obligor ineligible to receive payments under Subsection (a-1) remains ineligible 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;
(3) the court of continuing jurisdiction over the child support case has granted the obligor an extension from Subsection (a) as part of a court-supervised effort to improve earnings and child support payments.

(c) A bid or 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必须 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 in contract.

(g) 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 withdraw 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.

(h) 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 ("Materials") except as may be specifically agreed to by TEXAS A&M. SUPPLIER agrees to notify and obtain all necessary government approval for all transfer of any export controlled Materials without first informing TEXAS A&M of the export-controlled nature to the Materials and obtaining from TEXAS A&M its written consent to accept such Materials as well as any specific instructions for delivering controlled Materials to TEXAS A&M. SUPPLIER agrees to comply with any export license or export control license if required by the applicable 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 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 non-disclosure 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 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 the TEXAS A&M Information solely to perform 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 other 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 [REDACTED], Department of [REDACTED], College Station, TX 77843- [REDACTED]. The designated contact for SUPPLIER shall be [REDACTED], (include email address and phone number). Should the designated contact for either party need to be changed, the new contact information shall be updated and provided to the respective parties within 24 hours of any staff changes. Should SUPPLIER have a need to access TEXAS A&M Information, that request shall be directed to TEXAS A&M’s designated contact. Further, SUPPLIER is responsible for reporting all security breaches directly to TEXAS A&M. TEXAS A&M’s designated contact for breaches shall be Help Desk Central (helpdesk@tamu.edu) 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. 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 Chief Financial Officer, TEXAS A&M ENGINEERING EXTENSION SERVICE.
The Texas A&M University System

Substitute W9 & Vendor Direct Deposit Form

Transaction Type: New Setup For TAMUS Use Only: Buy A&M: Concur: Funds: Local

Payee Information:
Individual/Company/Entity Legal Name: ____________________________
(Must match TIN below):
Taxpayer ID #: ____________________________ or
Federal Tax I.D Number
SSN - Individual/Sole Proprietor

DBA Name (If Applicable): ____________________________

Vendor Type - Select all that apply:
___ Individual/Sole Proprietorship ___ C - Corporation ___ S - Corporation ___ Partnership ___ Trust/Estate ___ Other
___ Limited Liability Company. Enter the tax classification (C = C corporation, S = S corporation, P = partnership) ___
___ Exempt payee code (if any) ___ Exemption from FATCA reporting code (if any) ___

Vendor Contact Information:
Name: (Print Name) ____________________________ Phone: ____________________________

Please Provide an Email For Orders: Email: ____________________________

Vendor/Individual Remit To Address: Order Address (For Business Entities Only):
Address: ____________________________ Address: ____________________________

City: ____________________________ State: ____________________________ City: ____________________________ State: ____________________________

Zip: ____________________________ Zip: ____________________________

Certification: Under Penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt form backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am not subject to backup withholding, and
3. I am a US citizen or other US person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct

Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you failed to report all interest & dividends on your tax return. For real estate transactions, item 2 does not apply.

Direct Deposit Setup Information - Please fill out all fields to receive direct deposit.
Will these payments be forwarded to a financial institution outside the U.S.? Yes No Acct Type: ______ Checking ______ Savings

Bank Name: ____________________________ Email for ACH Notification: ____________________________

ABA Routing Number: ____________________________ Account Number: ____________________________

Pursuant to Section 403.016, Texas government Code, I authorize the Comptroller of Public Accounts and/or applicable financial institution as designated by Texas A&M University System Members to deposit by electronic transfer payments owed to me by the State of Texas and if necessary, reversal entries and adjustments for any amounts deposited electronically in error. The Comptroller shall deposit the payments in the financial institution & account designated below. I recognize that if I fail to provide complete & accurate information on this the processing authorization form, of the form may be delayed or that my payments may be erroneously transferred electronically. I consent to & agree to comply with the National Automated Clearing House Association Rules & Regulations & the Comptroller’s rules about electronic transfers as they exist on the date of my signature on this form or as subsequently adopted, amended or repealed.

Print Name: ____________________________ Signature: ____________________________ Date: ____________________________

Please mail or fax to Texas A&M University, FMO-AP, TAMU MS 6000, College Station, TX 77843-6000; (979) 458-4191;
For questions email vendorhelp@tamu.edu (Rec 09/2015)
Instructions for Substitute W9 & Direct Deposit Form

Do not use this Substitute W9 form if you are a Foreign Individual or Entity.

Vendors that are a Foreign Alien or Entity will need to complete one of the W8’s at the following web link Vendor Setup.

Instructions for completing this form

- Under IRS reporting requirements we are required to obtain the Social Security Number or Employee Identification Number. If this is not provided, your payments may be subject to 28% federal income tax backup withholding.

Domestic Vendors that meet the following must complete this Substitute W-9 Form:

- New or updating information for Texas A&M University System Members
- You are a U.S. entity or an individual (including a resident alien)
- If you would like to fill out the Standard IRS W9 form, you must include the Vendor Information Sheet when submitting your W9 for PO Distribution.

Vendors must complete all sections of this form (ACH optional, but strongly encouraged).

- Select New Request or Update. If Update, please fill in Vendor ID Number if known.
- Enter your entity’s Legal Name as found on your IRS documents and the corresponding Taxpayer ID Number.
- If operating as a DBA, enter the name in the DBA field, otherwise leave blank.
- Enter your entity’s Contact Information.
- Select all that apply for the Vendor Type.
- Enter your entity’s Remit to Address and Order Address.
- If the Remit to Address & the Order Address are the same just fill out the Remit to Address.
- For direct deposit setup, enter your entity’s information. Both saving and checking accounts are accepted; however no foreign banks are allowed. Payment notifications will be sent to the e-mail you have provided.
- You must mark yes or no for the question “Will these payments be forwarded to a financial institution outside the United States.” If left blank the ACH/Bank information will not be added.
- The form must be signed or it will be considered invalid.

Privacy Notice: You are entitled to request to be informed about the information about yourself collected by use of this form (with a few exceptions as provided by law); You are entitled to receive and review that information; & you are entitled to have the information corrected at no charge to you.

Please mail or Fax to: Texas A&M University, FMO-AP, TAMU MS 6000, College Station, TX 77843-6000; 979-458-4191 fax;
For questions email vendorhelp@tamu.edu (Rev 09/15)