Event Summary - Stainless Steel Glovebox

Type: Invitation to Bid
Organization: TAMU
Event Status: Awarded
Exported on: 11/6/2017
For Requisition: 94576612
Estimated Value: 35,620.00 USD
Number: TAMU-ITB-0094
Currency: US Dollar
Project: Texas A&M University
Exported by: Angelita Constancio
Created Document: 95433652
Payment Terms: -

Bid and Evaluation
Respond by Proxy: Allow
Sealed Bid: Yes
Use Panel Questionnaire: No
Auto Score: No
Cost Analysis: No
Alternate Items: No

Visibility and Communication
Visible to Public: Yes
Enter a short description for this public event
Stainless Steel Glovebox

Commodity Codes
None Added

Event Dates
Time Zone: Central Standard Time
Released: -
Open: 10/19/2017 12:00 AM
Close: 11/2/2017 2:00 PM
Sealed Until: 11/2/2017 2:00 PM
Show Sealed Bid Open Date to Supplier
Q&A Close: 11/1/2017 10:00 AM
Description

Stainless Steel Glovebox
Prerequisites

1 ★ Instructions To Supplier:

Please be sure to fill out AggieBid Questions and attach back to bid

Prerequisite Content:
AggieBid Questions
AggieBid Questions - Updated Version.pdf

Certification
I certify that I have read and agree to the terms above.
Supplier Must Also Upload a File:
Yes
<table>
<thead>
<tr>
<th>Buyer Attachments</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Terms and Conditions - Updated</strong></td>
</tr>
<tr>
<td><strong>Bid Information - TAMU-ITB-0094</strong></td>
</tr>
<tr>
<td><strong>Addendum 1</strong></td>
</tr>
</tbody>
</table>
Questions

There are no Questions added to this event.
<table>
<thead>
<tr>
<th>#</th>
<th>Item Name, Commodity Code, Description</th>
<th>Qty.</th>
<th>UOM</th>
<th>Target Price</th>
<th>Allow Alternates</th>
<th>Requested Delivery</th>
</tr>
</thead>
<tbody>
<tr>
<td>P1.1</td>
<td>One all-welded SUS304 stainless steel glovebox for inert atmosphere research (Nitrogen, Argon or ...)</td>
<td>★ 1</td>
<td>EA - Each</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>41100000 - Laboratory and scientific equipment</td>
<td>5751 $5k, 8422 / One all-welded SUS304 stainless steel glovebox for inert atmosphere research (Nitrogen, Argon or Helium)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>P1.2</td>
<td>Freight Charges to be FOB Destination, Texas A&amp;M University - College Station, Texas 77843-3255. ...</td>
<td>★ 1</td>
<td>EA - Each</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>41100000 - Laboratory and scientific equipment</td>
<td>5751 $5k, 8422 / Freight Charges to be FOB Destination, Texas A&amp;M University - College Station, Texas 77843-3255. Prepaid and included in the unit cost. All equipment must be fully insured against loss and damage during shipping.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>P1.3</td>
<td>Vibration-free freezer (450 mm X 300 mm X 220 mm), compressor on the floor, min. temp. -38°C; we...</td>
<td>★ 1</td>
<td>EA - Each</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>41100000 - Laboratory and scientific equipment</td>
<td>5751 $5k, 8422 / Vibration-free freezer (450 mm X 300 mm X 220 mm), compressor on the floor, min. temp. -38°C; welded on the RIGHT side panel</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>P1.4</td>
<td>Cold well with dewar (ID = 150 mm, L = 300 mm)</td>
<td>★ 1</td>
<td>EA - Each</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>41100000 - Laboratory and scientific equipment</td>
<td>5751 $5k, 8422 / Cold well with dewar (ID = 150 mm, L = 300 mm)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>P1.5</td>
<td>Vacuum/gas feedthrough with two valves</td>
<td>★ 2</td>
<td>EA - Each</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>41100000 - Laboratory and scientific equipment</td>
<td>5751 $5k, 8422 / Vacuum/gas feedthrough with two valves</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>P1.6</td>
<td>Fiberoptic feedthrough</td>
<td>★ 1</td>
<td>EA - Each</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>41100000 - Laboratory and scientific equipment</td>
<td>5751 $5k, 8422 / Fiberoptic feedthrough</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>P1.7</td>
<td>Electrochemical feedthrough with &gt;12 wires (specify banana or alligator clips)</td>
<td>★ 1</td>
<td>EA - Each</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>41100000 - Laboratory and scientific equipment</td>
<td>5751 $5k, 8422 / Electrochemical feedthrough with &gt;12 wires (specify banana or alligator clips)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Service Line Items

There are no items added to this event.
Texas A&M University is seeking bids to provide a Stainless Steel Glovebox for the Department of Chemistry per the terms, conditions, and specifications herein and for AggieBid 0094.

Manufacturer and Part Number listed is for reference purposes only.

**Electronic State Business Daily (ESBD):**

Please note: This bid has been posted on the Electronic State Business Daily (ESBD) website: http://esbd.cpa.state.tx.us/. It is the bidder’s responsibility to check this site for any addendum's that may be posted.

**Questions Regarding This Invitation For Bid:**

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

Angel Constancio, Buyer
Texas A&M University Department of 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 not limited to:

- The purchase price
- References
- Delivery
- The extent to which the goods or services meet the Texas A&M University’s needs/specifications
- Warranty
- The quality of the vendor’s goods or services
- The vendor’s past relationship with Texas A&M University
- Any other factor Texas A&M University deems relevant

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 shall seek a quote from awarded supplier to obtain pricing, then issue a change order with added or deleted items.

**SHIPPING:**

Quote F.O.B destination, freight prepaid and included in the cost.

The equipment is to be delivered as a complete operational system.

All manuals are to be delivered with the equipment and to be in English.

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.

**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.

**PERFORMANCE CRITERIA FOR ACCEPTANCE:**

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.

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 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.
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 the prices quoted. Underpriced orders 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 shall be submitted on this form. Each bid that is mailed should be placed in a separate envelope completely and properly identified. Instructions on page 1, top center. Bids must be 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, please use the delivery service 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 or to indicate the person signing the bid, or to authorize the person signing the bid to bind the bidder or his 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 (it is not printed. 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 tie bidding would cause rejection of bids by TEXAS A&M and may result in investigation and/or violation of contract.

1.13 Other preferences as defined in Rule 1 TAC 113.8 (check any that are applicable). X Products of persons with mental or physical disabilities X Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel X Energy efficient products X Rubberized asphalt paving material X Recycled motor oil and lubricants X Products produced at facilities located on formerly contaminated property X 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 quality desired. Bids on brands of like nature and quality will be considered unless otherwise specified. If bidding on other than reference, bid should show manufacturer, brand or trade name, and other description of the product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the bid. If bidder takes an exception to specifications or reference data in his or her bid, bidder will be required to furnish brand names, numbers, etc., as specified in the Invitation for Bid (IFB).

2.1 All items shall be new and unused, in first class condition, 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 be in 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 an 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.

3. THE 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 shall 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 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 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 If no substitute 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 of 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 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, 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 in a material branch 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, 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 eligible 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 and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, from any acts or omissions of SUPPLIER, its subcontractors, 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 609.003 of the Government Code, relating to contracting with executive head of a State agency. If section 609.003 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 acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract awards.

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.)
A. APPLICATION - This Agreement applies to the order of Texas A&M for the purchase of the Software, and to the extent applicable, the purchase of any associated hardware, supplies, software, and services, as well as any related services or work performed.

B. DURATION - The Agreement shall remain in effect until the earlier of the expiration of the contract term or the termination of the Agreement by either party as provided herein.

C. TERMINATION - The Agreement may be terminated by either party upon written notice to the other party, provided that such notice is given for cause as defined herein.

D. ASSIGNMENT - Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party, except as required by law or as otherwise agreed to in writing.

E. INDEMNIFICATION - Each party shall indemnify the other party against any loss, damage, or expense incurred as a result of any breach of this Agreement by the indemnifying party.

F. ENTIRE AGREEMENT - This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, discussions, and agreements.

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.

9. PAYMENT - Supplier shall submit one copy of an itemized invoice showing order number and agency purchase order number. Texas A&M will not invoice for services or payments made in excess of the approved amount.

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 terms of the Texas A&M (Texas A&M) University Policy, and which arise under the terms of the contracts and purchase orders of Texas A&M (Texas A&M) University.

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.

(c) Texas A&M may be required to post a copy of the fully executed Agreement on its website in compliance with Section 2261.235(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 entitled to receive payments from state funds or a state contract to provide property, materials, or services; or to 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 entitled to receive state financial assistance paid directly to the obligor by the comptroller.

(b) A child support obligor of a 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. (a) The supplier is in compliance with a written repayment agreement or court order as to any existing delinquency.

2. The court order of state support over the child support order has been terminated.

(c) The court order of state support is a part of a court-supervised effort to improve earnings and child support payments.

(d) A contract, bid, or application subject to the requirements of this section must include the following statement:

"Under Section 231.006, Family Code, the Supplier or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and that this contract provides for the payment to be made in compliance with this section."

(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 state agency may terminate the contract.

(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 advertising a second contract, and any other damages provided for by law or contract.

(g) This section does not create a cause of action to content a bid or award of a state grant, loan, or contract. This section does not impose a duty on the Title IV-D agency to collect information to send to the comptroller to withhold a payment to a business entity.题目中：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 is not made.

(h) 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.

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

(j) The Title IV-D agency may adopt rules or prescriptive forms to implement any provision of this section.

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 by Texas A&M. Supplier agrees that it will not provide or make accessible to Texas A&M any export-controlled agreements without the prior written consent of Texas A&M and that its agreements bear the standard foreign embargo markings that are required in accordance with the Export Administration Regulations (EAR). Supplier agrees to deliver material and information that are delivered in accordance with their 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 deliver to Texas A&M or its authorized representative any export license or import license required by applicable foreign or federal laws.

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: safety policies, privacy policies, security policies, protocol 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 ("Confidential 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 rules, policies, and procedures. At expiration or early termination of this Agreement, Supplier agrees to return Texas A&M Information to Supplier and to destroy to the extent possible copies or reproductions of the information or to destroy Texas A&M Information in accordance with the Texas A&M Information Security Policy. Supplier agrees to destroy at its expense all copies or reproductions of the information or to destroy it in such a manner that the information cannot be recovered.

Both parties shall each provide notice of information for specific individuals. The designated contact for Texas A&M shall be ___ 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 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. Supplier shall have access to 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 alternative dispute resolution process provided in Chapter 2260 of the Texas Government Code to attempt to resolve a dispute arising under this Agreement and is required to notify Texas A&M in writing at least 30 days prior to instituting any legal action. [Supplier] must submit written notice of a claim of breach of contract to the Chief Financial Officer, Texas A&M ENGINEERING EXTENSION SERVICE.
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: ____________________________

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 no long 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: ____________________________________________

ABAN 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 form 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)
Aggie Bid Questions

1. ☐ Freight Charges to be FOB Destination, Texas A&M University - College Station, Texas.

2. ☐ Prepaid and included in the unit cost. All equipment must be fully insured against loss and damage during shipping.

3. ☐ Are any of the items Export-Controlled?
   ☐ Yes  ☐ No  ☐ Not Applicable
   If yes, provide numbers: ☐ ECCN ☐ HTS

4. ☐ Custom Charges: Will Texas A&M University be responsible for any applicable US Customs Charges?
   ☐ Yes  ☐ No  ☐ Not Applicable
   If yes, what are they?

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

6. ☐ Educational Discount: Provide any and all applicable discounts on the items listed.

7. ☐ If vendor’s terms and conditions differ from Texas A&M, 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.
   ☐ Yes  ☐ No  ☐ Not Applicable

8. ☐ Bidding other than specified: Submit manufacturer, model number and literature. Failure to do so may result in disqualification of your bid - TAMU reserves the sole right to decide if items are equivalent, decision final.

9. ☐ Delivery Date - Please provide delivery date of goods/services in calendar days.

10. ☐ Vendor Contact Information: Name, Phone and Fax Number and Email Address of the individual who will be servicing this account.

11. ☐ What is your HUB Ethnicity & Gender? Chose one from drop down:  Choose One

12. ☐ Are you registered on the Central Master Bidders List?  ☐ Yes  ☐ No
   To register follow this link: https://comptroller.texas.gov/purchasing/vendor/registration/
DIVISION OF FINANCE
DEPARTMENT OF PROCUREMENT SERVICES

ADDENDUM 1

DATE: October 25, 2017

REFERENCE: Texas A&M University
Bid TAMU-ITB-0094 – Stainless Steel Glovebox

Scheduled Bid Opening date: November 2, 2017 @ 2 PM

The following additions, clarifications and changes are being made to the above referenced bid:

All the 32 requirements/specifications along with specifications already listed on bid have to be addressed and meet requirements/specifications.

Please note that all the numbers (dimensions, capacities, temperature, flow rates, leakage rates) are very important and must be guaranteed. The Left/Right configuration is also crucial for fitting in our space.

ONE ALL-WELDED STAINLESS STEEL GLOVEBOX FOR INERT ATMOSPHERE RESEARCH
(NITROGEN, ARGON OR HELIUM)

1. One all-welded stainless steel glovebox for inert atmosphere research with the following Dimensions: 2400(W) x 750(D) x 900(H).
2. System must fit in our freight elevator (1972 wing) prior to final assembly (door opening 48 inch, depth of the car 108 inch)
3. Automatic pressure adjustment; support foot pedal to adjust pressure
4. Four glove ports with leak-free seals
5. 4 port covers
6. Two pairs of high-performance butyl rubber gloves, 0.4mm thickness
7. All-welded side panels, leak free
8. One large antechamber, welded onto LEFT side panel, leak-free, ID = 370mm, L = 600 mm; auto-evacuation, easily removable sliding tray
9. One mini antechamber, welded onto LEFT side panel, leak-free, ID = 150mm, L = 300 mm
10. Glass front panel that does not deform under pressure
11. Six adjustable shelves mounted on back walls
12. Ultra-low leak rate (< 0.001Vol%/hr), oxygen inside the box increases by < 2 ppm/hr with the purifier turned off; Regeneration interval ~ 1 year
13. Upright solenoid purge valve providing auto purge function and pressure relief; max rate = 200 L/min
14. Edwards RV12 vacuum pump; pump speed 10 cfm; oil mist filter included
15. 7" High resolution color touch screen, graphic interface and chemistry software providing control to the entire system
16. Eight standard feedthroughs on back wall sealed by blank KF-40 caps.
17. One electrical feedthrough
18. Casters for easy moving and fixed levelers to level and stabilize the glovebox
19. Front panel with lighting for illumination

ONE HIGH-EFFICIENCY PURIFIER
20. Organic solvent adsorber (charcoal-based)
21. O2 and H2O removal material (High capacity = 60 L oxygen, 1.5 kg water)
22. Auto-regeneration
23. Energy efficient on-demand auto-circulation; Impurity levels < 1 ppm
24. Two 0.3 μm HEPA dust filters installed on purifier inlet and outlet
25. High-efficiency and low-noise circulation blower
26. All stainless steel pipework
27. Water free gas cooling

OTHER ESSENTIAL COMPONENTS
28. Vibration-free freezer (450 mm X 300 mm X 220 mm), compressor on the floor, min. temp. -38°C; welded on the RIGHT side panel.
29. Cold well with dewar (ID = 150 mm, L = 300 mm)
30. Vacuum/gas feedthrough with two valves
31. Fiberoptic feedthrough
32. Electrochemical feedthrough with >12 wires

Please sign below to acknowledge receipt of addendum and return with you Request for Proposal.

Sincerely,
Angel Constancio
Buyer 1
Procurement Services
Texas A&M University

________________________________________  ______________________________
Company Name                                  Authorized Signature

Date