**Event Summary - Modular Compact Rheometer**

<table>
<thead>
<tr>
<th>Type</th>
<th>Invitation to Bid</th>
<th>Number</th>
<th>TAMU-ITB-0093</th>
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<tr>
<td>Organization</td>
<td>TAMU</td>
<td>Currency</td>
<td>US Dollar</td>
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<td>Event Status</td>
<td>Awarded</td>
<td>Project</td>
<td>Texas A&amp;M University</td>
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<td>Exported on</td>
<td>11/14/2017</td>
<td>Exported by</td>
<td>Angelita Constancio</td>
</tr>
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<td>For Requisition</td>
<td>94609718</td>
<td>Created Document</td>
<td>95841807</td>
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<td>Estimated Value</td>
<td>87,559.00 USD</td>
<td>Payment Terms</td>
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**Bid and Evaluation**

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<th>Respond by Proxy</th>
<th>Allow</th>
<th>Use Panel Questionnaire</th>
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<td>Sealed Bid</td>
<td>Yes</td>
<td>Auto Score</td>
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<td>Cost Analysis</td>
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<td>Alternate Items</td>
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**Visibility and Communication**

Visible to Public: Yes

Enter a short description for this public event

*Modular Compact Rheometer*

**Commodity Codes**

None Added

**Event Dates**

<table>
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<th>Time Zone</th>
<th>Central Standard Time</th>
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<tr>
<td>Released</td>
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<tr>
<td>Open</td>
<td>10/19/2017 12:00 PM</td>
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<tr>
<td>Close</td>
<td>11/2/2017 2:00 PM</td>
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<tr>
<td>Sealed Until</td>
<td>11/2/2017 2:00 PM</td>
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<tr>
<td>Show Sealed Bid Open Date to Supplier</td>
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<tr>
<td>Q&amp;A Close</td>
<td>11/1/2017 10:00 AM</td>
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</tbody>
</table>
Description

Modular Compact Rheometer
Prerequisites

1 ★ Instructions To Supplier:

Answer AggieBid Questions and Attached To Bid

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

Attachments/PrereqAttachments/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>
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<tr>
<th><strong>Buyer Attachments</strong></th>
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<tr>
<td><strong>Terms and Conditions - Updated</strong></td>
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<td><strong>Bid Information - TAMU-ITB-0093</strong></td>
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Questions

There are no Questions added to this event.
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<th>#</th>
<th>Item Name, Commodity Code, Description</th>
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<th>UOM</th>
<th>Target Price</th>
<th>Allow Alternates</th>
<th>Requested Delivery</th>
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<tbody>
<tr>
<td>P1.1</td>
<td>92002 MCR 302 MODULAR COMPACT RHEOMETER</td>
<td>★1</td>
<td>EA - Each</td>
<td>-</td>
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<td></td>
<td>41100000 - Laboratory and scientific equipment</td>
<td>5751 &lt;$5k, 8422 / 92002 MCR 302 MODULAR COMPACT RHEOMETER</td>
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<td>P1.2</td>
<td>301805 1 EA Air Dryer with Air Filter Unit including pressure regulator and pressure gauge. Provide...</td>
<td>★1</td>
<td>EA - Each</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<td>41100000 - Laboratory and scientific equipment</td>
<td>5751 &lt;$5k, 8422 / 301805 1 EA Air Dryer with Air Filter Unit including pressure regulator and pressure gauge. Provides required air according to ISO 8573.1, class 1.3.1.*For use with required pressure source to provide: Minimum 5 bar, max. 10 bar</td>
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<td>P1.3</td>
<td>104907 RHEOMETER SOFTWARE RheoCompassTM PROFESSIONAL- Shared lab software license including one r...</td>
<td>★1</td>
<td>EA - Each</td>
<td>-</td>
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<td>-</td>
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<td></td>
<td>41100000 - Laboratory and scientific equipment</td>
<td>5751 &lt;$5k, 8422 / 104907 RHEOMETER SOFTWARE RheoCompassTM PROFESSIONAL- Shared lab software license including one rheometer driver MCR 51, 52, 101, 102, 301, 302, 501, 502, MCR 702 TwinDriveTM, SmartPave</td>
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<td>P1.4</td>
<td>16091 P-PTD200/56/I PELTIER TEMPERATURE CONTROL DEVICE- for mounting inset plates- temperature ra...</td>
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<td>EA - Each</td>
<td>-</td>
<td>-</td>
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<td>41100000 - Laboratory and scientific equipment</td>
<td>5751 &lt;$5k, 8422 / 16091 P-PTD200/56/I PELTIER TEMPERATURE CONTROL DEVICE- for mounting inset plates- temperature range: -40 to 200 °C</td>
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<td>P1.5</td>
<td>90001 H-PTD200/GL HOOD WITH PELTIER HEATING/COOLING- temperature range: 20 to 200 °C for optic...</td>
<td>★1</td>
<td>EA - Each</td>
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<td>41100000 - Laboratory and scientific equipment</td>
<td>5751 &lt;$5k, 8422 / 90001 H-PTD200/GL HOOD WITH PELTIER HEATING/COOLING- temperature range: -20 to 200 °C for optical applications</td>
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<td>P1.6</td>
<td>104037 EVAPORATION BLOCKER SYSTEM FOR H-PTD200/GL AND P-PTD200/I consisting of Evaporation bloc...</td>
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<td>41100000 - Laboratory and scientific equipment</td>
<td>5751 &lt;$5k, 8422 / 104037 EVAPORATION BLOCKER SYSTEM FOR H-PTD200/GL AND P-PTD200/I consisting of Evaporation blocker ring for H-PTD200/GL Inset with groove, diameter 50 mm (stainless steel 1.4571) Ring with groove for P-PTD200 + adapter for Ø60Solen</td>
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<td>P1.7</td>
<td>101131 INSET I-PP50/SS-IM D: 50 mm; STAINLESS STEEL; FOR EBSWITH LIP FOR IMMERSION MEASUREMENTS</td>
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<td>EA - Each</td>
<td>-</td>
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<td>41100000 - Laboratory and scientific equipment</td>
<td>5751 &lt;$5k, 8422 / 101131 INSET I-PP50/SS-IM D: 50 mm; STAINLESS STEEL; FOR EBS WITH LIP FOR IMMERSION MEASUREMENTS</td>
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<td>P1.8</td>
<td>134003 SPACER RING FOR P-PTD 200 AND H-PTD 200- High: 1cm</td>
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<td>EA - Each</td>
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<td>41100000 - Laboratory and scientific equipment</td>
<td>5751 &lt;$5k, 8422 / 134003 SPACER RING FOR P-PTD 200 AND H-PTD 200- High: 1cm</td>
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<td>P.1.9</td>
<td>3997 MEASURING PLATE PP25/S D: 25 mm, SANDBLASTED</td>
<td>★ 1</td>
<td>EA - Each</td>
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<td>41100000 - Laboratory and scientific equipment</td>
<td>5751 &lt; $5k, 8422 / 3997 MEASURING PLATE PP25/S D: 25 mm, SANDBLASTED</td>
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<td>P.1.10</td>
<td>47707 INSET I-PP25/SS/S D: 25 mm; SANDB</td>
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<td>41100000 - Laboratory and scientific equipment</td>
<td>5751 &lt; $5k, 8422 / 47707 INSET I-PP25/SS/S D: 25 mm; SANDB</td>
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<td>P.1.11</td>
<td>4423 1 EAMEASURING CONE CP25-0.5 D: 25 mm; ANGLE 0.5°</td>
<td>★ 1</td>
<td>EA - Each</td>
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<td>41100000 - Laboratory and scientific equipment</td>
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<td>P.1.12</td>
<td>76678 INSET I-PP25/CU/CX D: 25 mm; COPPER ALLOY, COATED</td>
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<td>41100000 - Laboratory and scientific equipment</td>
<td>5751 &lt; $5k, 8422 / 76678 INSET I-PP25/CU/CX D: 25 mm; COPPER ALLOY, COATED</td>
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<td>P.1.13</td>
<td>16097 C-PTD200 PELTIER TEMPERATURE CONTROL DEVICE- for concentric cylinder measuring geometries-</td>
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<td>EA - Each</td>
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<td>41100000 - Laboratory and scientific equipment</td>
<td>5751 &lt; $5k, 8422 / 16097 C-PTD200 PELTIER TEMPERATURE CONTROL DEVICE- for concentric cylinder measuring geometries- temperature range: -30 to 200 °C</td>
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<td>P.1.14</td>
<td>79015 SOLVENT TRAP ST-CYL-C/Q1</td>
<td>★ 1</td>
<td>EA - Each</td>
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<td>41100000 - Laboratory and scientific equipment</td>
<td>5751 &lt; $5k, 8422 / 79015 SOLVENT TRAP ST-CYL-C/Q1</td>
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<td>P.1.15</td>
<td>303316 STANDARD MEASURING SYSTEM CC27/T200/AL</td>
<td>★ 1</td>
<td>EA - Each</td>
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<td>41100000 - Laboratory and scientific equipment</td>
<td>5751 &lt; $5k, 8422 / 303316 STANDARD MEASURING SYSTEM CC27/T200/AL</td>
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<td>P.1.16</td>
<td>3338 STANDARD MEASURING SYSTEM DG26.7/T200/AL consisting of: Measuring cylinder B-DG26.7/Q1-Mea...</td>
<td>★ 1</td>
<td>EA - Each</td>
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<td>P.1.17</td>
<td>3601CIRCULATION THERMOSTAT F25-MA -28...200°C; +/-0.02K; 115V/60HZ; RS232C</td>
<td>★ 1</td>
<td>EA - Each</td>
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<td>41100000 - Laboratory and scientific equipment</td>
<td>5751 &lt; $5k, 8422 / 3601CIRCULATION THERMOSTAT F25-MA -28...200°C; +/-0.02K; 115V/60HZ; RS232C</td>
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<td>P.1.18</td>
<td>159000 MCR 92 MODULAR COMPACT RHEOMETER- computer controlled compact laboratory Rheometerwith an...</td>
<td>★ 1</td>
<td>EA - Each</td>
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<td>41100000 - Laboratory and scientific equipment</td>
<td>5751 &lt; $5k, 8422 / 159000 MCR 92 MODULAR COMPACT RHEOMETER- computer controlled compact laboratory Rheometerwith an air bearing supported electronicallycommutated synchronous motor drive system to performrotational and oscillatory test</td>
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<td>P1.1 9</td>
<td>104632 RHEOMETER SOFTWARE RhoCompass™ LIGHT - Single lab software license including one rheometer</td>
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<td>166900 P-PTD 200/AIR/18P AIR COOLED PELTIER TEMPERATURE DEVICE- for cone/plate and parallel plate...</td>
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<td>P1.2 1</td>
<td>159003 H-PTD 200/AIR/18P AIR COOLED PELTIER HOOD- for cone/plate and parallel plate measuring geom...</td>
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<td>P1.2 2</td>
<td>79044 MEASURING PLATE PP25 D: 25 mm</td>
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<td>EA - Each</td>
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<td>P1.2 3</td>
<td>79040 MEASURING CONE CP50-I D: 50 mm; ANGLE 1°</td>
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<td>EA - Each</td>
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<td>P1.2 4</td>
<td>177025MCR-X2 EDU PACKAGE CONSISTS OF:- USB STICK (INCLUDING STUDYING MATERIALS)- 3 PCS RHEOLOGY R...</td>
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<tr>
<td>P1.2 5</td>
<td>177026 MCR X2 EDU PACKAGE STUDENT CONSISTS OF:- APPLIED RHEOLOGY BOOK- USB STICK (INCLUDING STUDY...</td>
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43230000 - Software | 5761 <$100K, 8810 / 104632 RHEOMETER SOFTWARE RhoCompass™ LIGHT - Single lab software license including one rheometer
41100000 - Laboratory and scientific equipment | 5751 <$5k, 8422 / 166900 P-PTD 200/AIR/18P AIR COOLED PELTIER TEMPERATURE DEVICE- for cone/plate and parallel plate measuring geometries- for mounting screw-on measuring plates w. threat M60- with integrated fan for counter cooling Cool
41100000 - Laboratory and scientific equipment | 5751 <$5k, 8422 / 159003 H-PTD 200/AIR/18P AIR COOLED PELTIER HOOD- for cone/plate and parallel plate measuring geometries- with integrated fan for counter cooling Cool
41100000 - Laboratory and scientific equipment | 5751 <$5k, 8422 / 79044 MEASURING PLATE PP25 D: 25 mm
41100000 - Laboratory and scientific equipment | 5751 <$5k, 8422 / 79040 MEASURING CONE CP50-I D: 50 mm; ANGLE 1°
41100000 - Laboratory and scientific equipment | 5751 <$5k, 8422 / 177025MCR-X2 EDU PACKAGE CONSISTS OF:- USB STICK (INCLUDING STUDYING MATERIALS)- 3 PCS RHEOLOGY ROAD POSTER- 5 PCS SPATULA
41100000 - Laboratory and scientific equipment | 5751 <$5k, 8422 / 177026 MCR X2 EDU PACKAGE STUDENT CONSISTS OF:- APPLIED RHEOLOGY BOOK- USB STICK (INCLUDING STUDYING MATERIALS)- WRITING MATERIALS
Service Line Items

There are no items added to this event.
AggieBid TAMU-ITB-0093

Texas A&M University is seeking bids to provide a Modular Compact Rheometer for the Department of Mechanical Engineering per the terms, conditions, and specifications herein and for AggieBid 0093.

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.

**PARKING:**

For questions concerning parking, call 979-845-9700

All vehicles parked on the Texas A&M University campus shall properly display a valid Texas A&M University parking permit.

The Texas A&M University Transportation Services supervises and coordinates all parking, transportation and traffic related functions on the campus
Vendor shall be responsible for obtaining parking permits from Transportation Services and resolving, should they arise, any parking regulation disputes and violations.

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.

SOFTWARE LICENSE: If a Software License Agreement must be executed for any software necessary for the completion of this project, vendor shall include two copies of the agreement with their response. All agreements shall be reviewed by Contracts and Regulatory Compliance. Changes may be necessary to make the agreement comply with Texas Law. Attach software agreement before submitting bid response.
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/
1. BIDDING REQUIREMENTS

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

1.2 Pricing must be quoted on a “per unit” basis, extended as indicated. Any trade discounts included must be itemized and deducted from extended prices. Unit Prices shall govern in the event of extension errors. Bidders guarantee 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. 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 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 bid" bids are not acceptable unless requested. Cash discount will not be considered in determining the low bid. All cash discounts will be taken when tendered.

1.8 Bids should give SUPPLIER ID Number, full name and address of bidder (enter in the block provided if shown). Failure to sign bid will disqualify it. Person signing bid shall show title or authority to bind his or her firm in a contract. Firm name should appear on upper 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 printed. If this number is not known, complete the following: Enter your Federal Employer Identification 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 could cause rejection of bids by TEXAS A&M 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 at facilities located on formerly contaminated property
☐ Products and services from economically depressed or blighted areas

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

1.15 Inquiries pertaining to 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 size, 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, specifications, etc., as specified in the Invitation for Bid (IFB).

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

2.2 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEA.

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.

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 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 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 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 business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the cost of the testing shall be borne by the SUPPLIER. Goods which have been delivered and rejected in whole or in part may, at TEXAS A&M’s option, be returned to the SUPPLIER or held for disposition at SUPPLIER’s risk and expense. Latent 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, grant, special discount, trip, favor, or service to a public servant in connection with the submitted bid.

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

6.3 Pursuant to Section 2155.004 Government Code, relating to collection of state and local sales and use taxes, the bidder certifies that the individual or business entity named in this bid is not installing 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 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 authenticity of the Statutory 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 REMITTANCES, 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 payment is made within 30 or fewer days from receipt of goods or services and an uncontroverted 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. Section 1, et seq. (1973), and which arise under the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967).

12. PUBLIC INFORMATION ACT
(a) [SUPPLIER] acknowledges that TEXAS A&M University (TEXAS A&M) is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.
(b) Upon 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 services;
   (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 submitts 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;
      (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 Section 231.006 as a result of any delinquency shall be ineligible to receive payments under Subsection (a-1) until:
   (1) all arrears have been paid;
   (2) the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency;
   (3) as a result of continued hardship the child support order has been modified.
(c) A child support obligor or business entity in receipt of a payment from a state grant, contract, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.
(d) A contract, bid, or application subject to the requirements of this section must include the following statement:
"Under Section 231.006, Family Code, the SUPPLIER or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."
(e) If a state agency determines that an individual or business entity bidding a state contract is ineligible to receive payment under Subsection (a), the contract may be terminated.
(f) If the certificate required under Subsection (d) is shown to be false, the SUPPLIER is liable to the state for attorney's fees, the costs necessary to complete the contract, including the cost of advertising and awarding a second contract, and any other damages provided by law or contract.
(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 withhold a payment to a business entity. The Title IV-D agency and other affected agencies are encouraged to develop a system by which the Title IV-D agency may identify a business entity that is ineligible to receive a state payment under Subsection (a) and to ensure that a state payment to the entity is not made. This system should be implemented using existing funds and only if the Title IV-D agency, comptroller, and other affected agencies determine that it will be cost-effective.
(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 Regulations (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 Materials without first obtaining permission from 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 obtain government approval or export licenses if required from the appropriate Government agency and to share that information with TEXAS A&M prior to delivery of such Materials.

15. INFORMATION SECURITY
Pursuant to Title 1, Chapter 202, §202.77 of the Texas Administrative Code, SUPPLIER hereby acknowledges responsibility to comply with all applicable TEXAS A&M UNIVERSITY (TEXAS A&M) policies, rules, standards, practices, and agreements, including but not limited to: safety policies, privacy policies, security policies, auditing policies, software licensing policies, acceptable use policies, and nondisclosure as required by TEXAS A&M.

For purposes of this section concerning SUPPLIER Access, Confidential Information is defined as information that must be protected from unauthorized disclosure or public release based on state or federal law or other legally binding agreement and may include but is not limited to the following: personally identifiable information (social security number and/or financial account numbers, student education records); intellectual property (as set forth in Section 51.914 of the Texas Education Code); and medical records. Mission Critical Information is information that is defined by TEXAS A&M to be essential to the continued performance of the mission of TEXAS A&M, the unavailability of which would result in consequences to TEXAS A&M.

In the event SUPPLIER should obtain or be granted access to Confidential and/or Mission Critical Information of TEXAS A&M ("TEXAS A&M Information"), SUPPLIER will keep and protect TEXAS A&M Information confidential to no less than the same degree of care as required by TEXAS A&M policies, rules and procedures. At the expiration or early termination of this Agreement, SUPPLIER agrees to return all TEXAS A&M Information to TEXAS A&M or agree 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 in connection with performance by SUPPLIER of the services provided to TEXAS A&M Government 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: [Department of], [Texas A&M University College Station, TX 77843-], Telephone: [979], Email: [Contact email address]. The designated contact for SUPPLIER shall be: [Department of], [Company Name], Telephone: [979], Email: [Company email address]. 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 (ciso@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 required to exhaust all the dispute resolution mechanisms provided by law or contract. [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 or 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: ____________________________________________________________

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 longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. 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, reverse 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)