**Event Summary - ELECTRON BEAM INDUCED CURRENT (EBIC)**

<table>
<thead>
<tr>
<th>Type</th>
<th>Invitation to Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organization</td>
<td>TAMU</td>
</tr>
<tr>
<td>Event Status</td>
<td>Awarded</td>
</tr>
<tr>
<td>Exported on</td>
<td>11/15/2017</td>
</tr>
<tr>
<td>For Requisition</td>
<td>93497298</td>
</tr>
<tr>
<td>Estimated Value</td>
<td>40,000.00 USD</td>
</tr>
<tr>
<td>Number</td>
<td>TAMU-CT-ITB-0089</td>
</tr>
<tr>
<td>Currency</td>
<td>US Dollar</td>
</tr>
<tr>
<td>Project</td>
<td>Texas A&amp;M University-Central Texas</td>
</tr>
<tr>
<td>Exported by</td>
<td>Angelita Constancio</td>
</tr>
<tr>
<td>Created Document</td>
<td>95575110</td>
</tr>
<tr>
<td>Payment Terms</td>
<td>-</td>
</tr>
<tr>
<td>Respond by Proxy</td>
<td>Allow</td>
</tr>
<tr>
<td>Sealed Bid</td>
<td>Yes</td>
</tr>
<tr>
<td>Use Panel Questionnaire</td>
<td>No</td>
</tr>
<tr>
<td>Auto Score</td>
<td>No</td>
</tr>
<tr>
<td>Cost Analysis</td>
<td>No</td>
</tr>
<tr>
<td>Alternate Items</td>
<td>No</td>
</tr>
</tbody>
</table>

**Bid and Evaluation**

**Visibility and Communication**

Visible to Public | Yes

Enter a short description for this public event

*Texas A&M University - Central Texas Bid for one (1) Electron Beam Induced Current (EBIC) as specified in the attached Specification Sheet.*

**Commodity Codes**

None Added

**Event Dates**

<table>
<thead>
<tr>
<th>Time Zone</th>
<th>Central Standard Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Released</td>
<td>-</td>
</tr>
<tr>
<td>Open</td>
<td>10/16/2017 1:00 PM</td>
</tr>
<tr>
<td>Close</td>
<td>11/7/2017 2:00 PM</td>
</tr>
<tr>
<td>Sealed Until</td>
<td>11/7/2017 2:00 PM</td>
</tr>
<tr>
<td>Show Sealed Bid Open Date to Supplier</td>
<td></td>
</tr>
<tr>
<td>Q&amp;A Close</td>
<td>11/7/2017 2:00 PM</td>
</tr>
</tbody>
</table>
Description

Texas A&M University - Central Texas Bid Request for one (1) Electron Beam Induced Current (EBIC) as specified in the attached Specification Sheet.

For any questions regarding this bid opportunity, contact Clyde Oberg at 979-845-1042 or email co@tamu.edu

NOTE: PRICING FOR THE EQUIPMENT LISTED ON THIS BID OPPORTUNITY IS SHALL INCLUDE FOB: DESTINATION TO TEXAS A&M - CENTRAL TEXAS - KILLEEN, TX 76549
<table>
<thead>
<tr>
<th>Buyer Attachments</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>EBIC SPECIFICATIONS</td>
<td>EBIC Specification.docx</td>
<td>..../Attachments/EBIC</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Specification.docx</td>
</tr>
<tr>
<td>TAMU-CT BEST VALUE CRITERIA</td>
<td>TAMU-CT Best Value Criteria.doc</td>
<td>..../Attachments/TAMU-CT</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Best Value Criteria.doc</td>
</tr>
<tr>
<td>TAMU-CT TERMS &amp; CONDITIONS</td>
<td>TAMU-CT Terms &amp; Conditions.pdf</td>
<td>..../Attachments/TAMU-CT</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Terms &amp; Conditions.pdf</td>
</tr>
<tr>
<td>WARRIOR BID QUESTIONNAIRE</td>
<td>Warrior Bid Questions - Central Texas.pdf</td>
<td>..../Attachments/Warrior Bid Questions - Central Texas.pdf</td>
</tr>
</tbody>
</table>
Questions

There are no Questions added to this event.
## Product Line Items

**Group P1**

<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>EBIC - per the attached Specifications</td>
<td>★1</td>
<td>EA - Each</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

41111720 - Scanning electron microscopes | 5751 <$5k, 8422 | EBIC - per the attached Specifications
Service Line Items

There are no items added to this event.
## EBIC specifications

| **Scan controller** | Max scan size: 16,384 x 16,384  
X,Y (scalable): (+,-) 1 V to 10 V  
Dwell time: 0.5 μs to 100ms |
|---------------------|--------------------------------------------------|
| **Analog input** | Input Channels: 8  
Resolution: 18 bits  
Dynamic range: 108 dB  
Signal voltage range: (+,-) 10 V  
Oversampling(digital filter): 1-64  
Sample averaging: 1-100 |
| **In-situ biasing** | Outputs: 2  
Resolution: 16 bits  
Voltage range: (+,-) 10V  
Voltage step: 300 μV |
| **Current preamplifier** | Variable Gain V/A 10³ to 10¹¹ |
| **Current resolution** | Gain 10¹¹ 0.76 fA  
Gain 10⁸ 7.6 pA |
| **Sample holders** | low profile chip carriers  
zero insertion force  
sample orientation 0-90 degrees |
| **Coaxial Feedthrough** | coaxial connector: double sided SMA |
| **Software** | Image formats: tiff, jpeg, png, pdf  
Export formats: csv, hdf5, numpy |
BEST VALUE CRITERIA
TEXAS A&M UNIVERSITY – CENTRAL TEXAS

TEXAS A&M UNIVERSITY – CENTRAL TEXAS SHALL AWARD THIS BID BASED ON, BUT NOT LIMITED TO, THE FOLLOWING "BEST VALUE" CRITERIA. TEXAS A&M RESERVES THE RIGHT TO CONSIDER THE FOLLOWING, AND ANY OTHER FACTORS DEEMED RELEVANT, TO EVALUATE THE OFFER AND DETERMINE THE BEST VALUE FOR THE UNIVERSITY:

- THE PURCHASE PRICE

- THE DELIVERY OF REQUESTED PRODUCTS/SERVICES

- THE REPUTATION OF THE VENDOR AND OF THE VENDOR'S GOODS OR SERVICES

- THE QUALITY OF THE VENDOR'S GOOD OR SERVICES

- THE EXTENT TO WHICH THE GOODS OR SERVICES MEET THE COMPONENT'S NEEDS

- THE VENDOR'S PAST RELATIONSHIP WITH THE COMPONENT

- QUALIFICATIONS OF VENDOR (ABILITY TO MEET THE DEMANDS OF THE DEPARTMENT TO THE REQUIRED STANDARDS OF THE DEPARTMENT)

- ANY RELEVANT FACTOR(S) THAT TEXAS A&M - CT MAY DEEM RELEVANT IN MAKING THIS AWARD.
ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF BID AND ANY SUBSEQUENT AWARD EXCEPTIONS MUST BE MADE IN WRITING

1. BIDDING REQUIREMENTS

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

1.2 Pricing must be quoted on a “per unit” basis, extended as indicated. Any trade discounts included must be itemized and deducted from extended prices. Unit prices shall govern in the event of extension errors. Bidder guarantees product or service offered will meet or exceed specifications included as part of this Invitation for Bid.

1.3 Bids should be submitted on this form. Each bid that is mailed should be placed in a separate envelope completely and properly identified. Instructions on page 1, top center. Bids must be received by A&M-CENTRAL TEXAS 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 delivery, which requires a street address, address is 1001 Leadership Place, Kilmer, TX 76459.

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 A&M-CENTRAL TEXAS acceptance within 30 days of bid opening date. “Discount from list” bids are not acceptable unless requested. Cash discount will not be considered in determining the low bid. All cash discounts will be taken if earned.

1.8 Bids should give SUPPLIER ID Number, full name and address of bidder (enter in the block provided if not shown). Failure to sign bid will disqualify it. Person signing bid should show title or authority to bind his or her firm in a contract. Firm name should appear on each page of a bid, in the block provided in the upper right corner. The SUPPLIER ID Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. Enter this number in the spaces provided on page 1 (upper right) if it is not given. If this number is not known, complete the following: 1. Enter your Federal Employer Identification Number. 2. Sole owner should also enter Social Security Number.

1.9 Bid cannot be altered or amended after opening time. Any alterations made before opening time should be initialed by bidder or authorized agent of bidder. No bid can be withdrawn after opening time without approval by the A&M-CENTRAL TEXAS DEPARTMENT OF PROCUREMENT SERVICES based on a written acceptable reason.

1.10 Purchases made for A&M-CENTRAL TEXAS 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 A&M-CENTRAL TEXAS upon request.

1.11 A&M-CENTRAL TEXAS 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 bid bidding could cause rejection of bids by A&M-CENTRAL TEXAS and/or investigation for antitrust violations.

1.13 Other preferences as defined in Rule 1 TAC 113.8 (check any that are applicable) ( ) Products of persons with mental or physical disabilities ( ) Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel ( ) Energy efficient products ( ) Recycled 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 254-519-8011. This is the only number that will be used for the receipt of bids. A&M-CENTRAL TEXAS 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), 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, 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 NEMA.

2.3 Samples, when requested, must be furnished free of expense to A&M-CENTRAL TEXAS. 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 A&M-CENTRAL TEXAS bid number. Do not enclose in or attach bid to sample.

2.4 A&M-CENTRAL TEXAS 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. TIE BIDS - In case of tie bids, the award will be made in accordance with Rule 1 TAC Section 113.6 (b) (3) and 113.8 (Preferences).

4. DELIVERY

4.1 Bid should show number of days required to place material in receiving agency’s designated location under normal conditions. Failure to state delivery time obligates SUPPLIER to complete delivery in 14 calendar days. Unrealistically short or long delivery promises may cause bid to be disregarded.

4.2 If delay is foreseen, SUPPLIER shall give written notice to A&M-CENTRAL TEXAS. A&M-CENTRAL TEXAS has the right to extend delivery date if reasons appear valid. Default in promised delivery (without accepted reason) or failure to meet specifications authorizes A&M-CENTRAL TEXAS 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 A&M-CENTRAL TEXAS 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 A&M-CENTRAL TEXAS.

5. INSPECTION AND TESTING - All goods will be subject to inspection and test by A&M-CENTRAL TEXAS to the extent practicable at all times and places. Authorized A&M-CENTRAL TEXAS personnel shall have access to any SUPPLIER’s place of business for the purpose of examining 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 A&M-CENTRAL TEXAS 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 list. By signature hereon affixed, the bidder hereby certifies that:

6.1 The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or services 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 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 authority of the State Auditor’s Office, or any successor agency, to conduct an audit or investigation in connection with the contract. 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 by subcontractors through Contractor and the requirement to cooperate is included in any subcontract agreements.

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

WARNING: SUCH TERMS AND CONDITIONS MAY RESULT IN DISQUALIFICATION OF THE BID. (E.G. BIDS WITH THE LAWS OF A STATE OTHER THAN TEXAS, REQUIREMENTS FOR PREPAYMENT, LIMITATIONS ON REMEDIES, ETC.)

8. AWARD OF CONTRACT - A response to an IFB is an offer to contract with A&M-CENTRAL TEXAS 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. A&M-CENTRAL TEXAS 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 A&M-CENTRAL TEXAS from claims involving infringement of patents or copyrights.

11. SUPPLIER ASSIGNMENTS - SUPPLIER hereby assigns to purchaser any and all claims for reimbursement paid hereunder or with respect to the work done hereunder. The assignee shall be subject to the antitrust laws of the United States 15 U.S.C.A. 1, sec. 77c, (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-Central Texas (A&M-CENTRAL TEXAS) 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 A&M-CENTRAL TEXAS written request, [SUPPLIER] will provide specified public information exchanged or created under this Agreement that is not otherwise except as otherwise disclosed under chapter 552, Texas Government Code, to A&M-CENTRAL TEXAS under the provisions of a non-proprietary format acceptable to A&M-CENTRAL TEXAS. As used in this provision, "public information" has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which A&M-CENTRAL TEXAS has a right of access.

13. TEXAS FAMILY CODE SECTION 231.006

INELIGIBILITY TO RECEIVE STATE GRANTS OR LOANS OR RECEIVE PAYMENT ON STATE CONTRACTS

(a) A child support obligation of more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to:

1. receive payments from state funds under a contract to provide property, materials, or services; or
2. receive a state-funded grant or loan.

(b) A child support obligation of more than 6 months delinquent in paying child support is not eligible to receive student financial assistance paid directly to the obligor by the servicer. This subsection does not apply to an obligor who submits to the comptroller:

1. a sworn affidavit from the obligor or obligor stating that the obligor is current on the obligor's child support payments; or
2. a written statement from the obligor that the obligor has made a request to the Title IV-D agency to correct the errors in the obligor’s payment record.

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

(d) A bid or an 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.

(e) 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."

(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 proximately caused by the 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 entities are encouraged to use 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) The 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 and regulations to include the Export Administration Regulations (EAR) and International Traffic in Arms Act (ITAR) and any other applicable US export laws and regulations. As an institution of higher learning, Texas A&M University-Central Texas (A&M-CENTRAL TEXAS) typically does not take receipt of export controlled goods, technical data, services or technology ("Materials") except as may be specifically agreed by A&M-CENTRAL TEXAS. SUPPLIER agrees that it will not provide or make accessible to A&M-CENTRAL TEXAS any export controlled Materials without first informing A&M-CENTRAL TEXAS of the export-controlled nature to the Materials and obtaining from A&M-CENTRAL TEXAS its written consent to accept such Materials as well as any specific instructions for delivery as outlined in regulated Materials to A&M-CENTRAL TEXAS. SUPPLIER agrees to obtain government approval or export license if required from the appropriate US Government agency and to share that information with A&M-CENTRAL TEXAS 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-CENTRAL TEXAS (A&M-CENTRAL TEXAS) policies, rules, standards, and agreements, including but not limited to: security policies, privacy policies, security policies, auditing policies, software licensing policies, acceptable use policies, and nondisclosure as required by A&M-CENTRAL TEXAS.

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, Personally identifiable information and (encrypted numbers and transaction 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 A&M-CENTRAL TEXAS to be essential to the continued performance of the mission of A&M-CENTRAL TEXAS, the unavailability of which would result in consequences to A&M-CENTRAL TEXAS.

In the event SUPPLIER should obtain or be granted access to Confidential and/or Mission Critical Information ("Information") will be protected in accordance with A&M-CENTRAL TEXAS Information Confidential to no less than the same degree of care as required by A&M-CENTRAL TEXAS policies, rules and procedures. At the expiration or early termination of this Agreement, SUPPLIER agrees to return all A&M-CENTRAL TEXAS Information or agree to provide adequate certification that the A&M-CENTRAL TEXAS Information has been destroyed. SUPPLIER, its employees, agents, contractors, and subcontractors shall use the A&M-CENTRAL TEXAS Information solely in connection with performance by SUPPLIER of the services provided to A&M-CENTRAL TEXAS pursuant to this Agreement, and for no other purpose. Should SUPPLIER, its employees, agents, contractors or subcontractors acquire other A&M-CENTRAL TEXAS 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 A&M-CENTRAL TEXAS non-disclosure agreement applicable to this Agreement.

Both parties shall each provide contact information for specific individuals. The designated contact for A&M-CENTRAL TEXAS shall be the person responsible for A&M-CENTRAL TEXAS, College Station (774-8019), Telephone (774-8019), Email (info@amcctex.edu). 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 48 hours of any staff changes. Should SUPPLIER have a need to access A&M-CENTRAL TEXAS Information, that request shall be directed to A&M-CENTRAL TEXAS designated contact. Further, SUPPLIER is responsible for reporting all security breaches directly to A&M-CENTRAL TEXAS. A&M-CENTRAL TEXAS designates contact for breach investigation is helpdesk@tamu.edu (or 979) 845-3300. Help Desk can be contacted 24/7. Security breach investigation reports shall be provided to the designated contact for A&M-CENTRAL TEXAS and Texas A&M’s Chief Information Security Officer (cio@tamu.edu).

16. SUSTAINABILITY

Texas A&M University-Central Texas is committed to campus sustainability initiatives. Support of these initiatives necessarily includes the purchase of goods and services that minimize the impact on the environment to the greatest extent possible. Texas A&M University-Central Texas requests SUPPLIERs assistance in creating campus sustainability initiatives by informing in any bid response, or other documents, of SUPPLIER’s sustainability practices or environmentally sustainable product offerings. For example, alternative products available from SUPPLIER which may be recyclable or reusable, end of life (end-of-life) return
of equipment to SUPPLIER, energy-saving devices, return to SUPPLIER of shipping containers, packaging or like excess materials.

17. ALTERNATIVE DISPUTE RESOLUTION

[SUPPLIER] must use the dispute resolution process provided in Chapter 2260 of the Texas Government Code to attempt to resolve a dispute arising under this Agreement and is a required prerequisite to suit in accordance with Chapter 107, Texas Civil Practices and Remedies Code. [SUPPLIER] must submit written notice of a claim of breach of contract to the University Contracts Officer, TEXAS A&M UNIVERSITY-CENTRAL TEXAS.
Warrior Bid Questions

1. Freight Charges to be FOB Destination, Texas A&M University – Central Texas in Killeen, 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 - CT, 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-CT 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//