Event Summary - (1) 2018 Ford Transit Cargo Van

<table>
<thead>
<tr>
<th>Type</th>
<th>Invitation to Bid</th>
<th>Number</th>
<th>TAMU-ITB-0122</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organization</td>
<td>TAMU</td>
<td>Currency</td>
<td>US Dollar</td>
</tr>
<tr>
<td>Event Status</td>
<td>Awarded</td>
<td>Project</td>
<td>Texas A&amp;M University</td>
</tr>
<tr>
<td>Exported on</td>
<td>11/20/2017</td>
<td>Exported by</td>
<td>Angelita Constancio</td>
</tr>
<tr>
<td>For Requisition</td>
<td>95282300</td>
<td>Created Document</td>
<td>96063249</td>
</tr>
<tr>
<td>Estimated Value</td>
<td>30,000.00 USD</td>
<td>Payment Terms</td>
<td>-</td>
</tr>
</tbody>
</table>

Bid and Evaluation

<table>
<thead>
<tr>
<th>Respond by Proxy</th>
<th>Allow</th>
<th>Use Panel Questionnaire</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sealed Bid</td>
<td>Yes</td>
<td>Auto Score</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Cost Analysis</td>
<td>No</td>
</tr>
<tr>
<td>Alternate Items</td>
<td>No</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Visibility and Communication

<table>
<thead>
<tr>
<th>Visible to Public</th>
<th>Yes</th>
</tr>
</thead>
</table>

Enter a short description for this public event

(1) 2018 Ford Transit Cargo Van

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>11/3/2017 12:00 AM</td>
</tr>
<tr>
<td>Close</td>
<td>11/16/2017 2:00 PM</td>
</tr>
<tr>
<td>Sealed Until</td>
<td>11/16/2017 2:00 PM</td>
</tr>
<tr>
<td>Q&amp;A Close</td>
<td>11/15/2017 10:00 AM</td>
</tr>
</tbody>
</table>

Show Sealed Bid Open Date to Supplier
Description
(1) 2018 Ford Transit Cargo Van
Prerequisites

1 ★ Instructions To Supplier:

Make sure to answer AggieBid Questions and attach to Supplier Attachment

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></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Information</td>
<td>Bid Information - TAMU-ITB-0122.pdf</td>
<td>../Attachments/Bid Information - TAMU-ITB-0122.pdf</td>
</tr>
<tr>
<td>Terms and Conditions - Updated.p</td>
<td>Terms and Conditions - Updated.pdf</td>
<td>../Attachments/Terms and Conditions - Updated.pdf</td>
</tr>
</tbody>
</table>
Questions

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

**Required 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>2018 FORD TRANSIT CARGO VAN FROM THE ATTACHED SPECIFICATIONS</td>
<td>1</td>
<td>EA - Each</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

25101507 - Light trucks or sport utility vehicles | 5799 <$5k, 8415 / 2018 FORD TRANSIT CARGO VAN FROM THE ATTACHED SPECIFICATIONS
Service Line Items

There are no items added to this event.
AggieBid TAMU-ITB-0122

Texas A&M University is seeking bids to provide (1) 2018 Ford Transit Cargo Van for the Department of Transportation per the terms, conditions, and specifications herein and for AggieBid TAMU-ITB-0122.

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 addendums that may be posted.

QUESTIONS REGARDING THIS INVITATION FOR BID:

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

Angel Constanclio, 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.
Detailed Specifications for
2018 Ford Transit 250 Cargo Van

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

<table>
<thead>
<tr>
<th>Section I</th>
<th>Specifications</th>
<th>Section II Bidder’s Proposal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment</td>
<td>2018 Transit Cargo Van XL 250, Low Roof</td>
<td>Make ___________________</td>
</tr>
<tr>
<td></td>
<td>Model __________</td>
<td></td>
</tr>
<tr>
<td>Engine</td>
<td>3.5L EcoBoost® V6 Engine</td>
<td>____________________________</td>
</tr>
<tr>
<td>GVWR</td>
<td>9,000 lbs</td>
<td>____________________________</td>
</tr>
<tr>
<td>Wheelbase</td>
<td>130&quot;</td>
<td>____________________________</td>
</tr>
<tr>
<td>Transmission</td>
<td>6-Speed Automatic Overdrive with SelectShift® Transmission</td>
<td>____________________________</td>
</tr>
<tr>
<td>Alternator</td>
<td>180- amps</td>
<td>____________________________</td>
</tr>
<tr>
<td>Battery</td>
<td>95 AMP with 700 CCA</td>
<td>____________________________</td>
</tr>
<tr>
<td>Color</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Exterior</td>
<td>Oxford White</td>
<td>____________________________</td>
</tr>
<tr>
<td>Interior</td>
<td>Grey</td>
<td>____________________________</td>
</tr>
<tr>
<td>Tires</td>
<td>Tires, 235/65R16 BSW All-Season Tires</td>
<td>____________________________</td>
</tr>
<tr>
<td>Wheels</td>
<td>4 - 16-inch Painted Steel Wheels with Black Hubcaps</td>
<td>____________________________</td>
</tr>
<tr>
<td>Suspension</td>
<td>Heavy Duty Suspension</td>
<td>____________________________</td>
</tr>
<tr>
<td>Brakes</td>
<td>4-wheel antilock, 4-wheel disc</td>
<td>____________________________</td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>Air conditioning, single-zone manual with heater</td>
<td>____________________________</td>
</tr>
<tr>
<td>Air Bags</td>
<td>Air bags, frontal, driver and right-front passenger</td>
<td>____________________________</td>
</tr>
<tr>
<td>Gauges</td>
<td>Instrumentation, analog with speedometer, odometer with trip odometer, fuel level, voltmeter, engine temperature and oil pressure</td>
<td>____________________________</td>
</tr>
<tr>
<td>Seating</td>
<td>Pewter Gray Vinyl</td>
<td>____________________________</td>
</tr>
<tr>
<td></td>
<td>2-Way Manual Driver and Front-Passenger Seats</td>
<td>____________________________</td>
</tr>
</tbody>
</table>
Floor Cover  | Full-length Black rubberized-vinyl
---|---
Lighting  | Interior with 2 dome lights
          | Cargo Lighting
Radio  | AM/FM Stereo with Audio Input Jack (Radio Pack #18)
Steering  | Power Steering
Cruise Control  | Cruise control/speed control
Tilt Steering Wheel  | Factory Installed
Fuel Tank  | 25 gallons
Doors  | 60/40 Hinged Passenger-Side Cargo Doors with Fixed Glass
Cargo Side  | Rear Hinged Doors with Fixed Glass
Rear  | Power front windows
Window  | Long-Arm Power Heated Mirrors with Turn Signals
Mirrors  | Rearview manual day/night
Exterior  | Variable speed Intermittent Wiper/Wash
Windshield Wipers  | Standard
Jack w/wheel wrench  | Tire Pressure Monitoring System
Safety  | Back Up Alarm
          | Reverse Sensing System
Extras  | Heavy Duty Trailer Tow Package
          | 4 sets of keys/key fobs (door & ignition)
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 deducted from indicated 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 may be submitted 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. With any time of mailing and 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 Price sheets 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 this box provided if not shown). Failure to sign bid will disqualify it. Person signing bid should 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 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: 1. Enter your Federal Employer Identification Number. 2. Solicitor or other 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 could cause rejection of bids by TEXAS A&M and/or investigation for anti-trust 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 catalogues, 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, including containers suitable for shipment and storage, unless otherwise indicated in IFB. Oval agreements to that necessity 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 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. TIE BIDS - In case of tie bids, the award will be made in accordance with Rule 1 TAC Section 113.6 (b) and 113.8 (Preferences).

4. DELIVERY

4.1 Bid should show number of days required to place material in receiving agency's designated location under normal conditions. Failure to state delivery time obligates SUPPLIER to complete delivery in 14 calendar days. Unless otherwise not 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 Late delivery shall be 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 SUPPLIERS' 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 be returned to TEXAS A&M's option, be returned to the SUPPLIER or held for disposition at SUPPLIER's risk and expense. Late defects may result in revocation of acceptance.

6. BIDDER AFFIRMATION - Signing this bid with a false statement is a material breach of contract and shall void the submitted bid or any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that:

6.1 The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.

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

6.3 Pursuant to Section 2155.004 Government Code, relating to collection of state and local sales and use taxes, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.

6.4 Neither the bidder nor the firm, corporation, partnership or institution represented by the bidder, nor 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:

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 required. 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.)
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. The contract shall be governed, construed and interpreted under the laws of the State of Texas. TEXAS A&M will offer no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncorrected invoice.

9. PAYMENT - SUPPLIER shall submit one copy of an itemized invoice showing order number and agency purchase order number. TEXAS A&M will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncorrected 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. TEXAS A&M will require a written assignment in response to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable laws.

12. PUBLIC INFORMATION ACT (a) [SUPPLIER] acknowledges that TEXAS A&M (TEXAS A&M) is required 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 laws.

(b) Upon TEXAS A&M’S written request, [SUPPLIER] will provide specific public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under chapter 552, Texas Government Code, to TEXAS A&M and to a non-profit organization that requests information in a form acceptable to TEXAS A&M. As used in this provision, “public information” includes the written assignment described in paragraph (1) of this section. TEXAS A&M has a right to access this information. [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 2261.553(a)(1), Texas Government Code.

13. TEXAS FAMILY CODE SECTION 231.006

13A. Texas Family Code Section 231.006

13B. Texas Family Code Section 231.006

13C. Texas Family Code Section 231.006

13D. Texas Family Code Section 231.006

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 or export controlled technology without first obtaining from TEXAS A&M the 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 license if required from the appropriate US Government agency and to share that information with TEXAS A&M prior to delivery of such Materials.

15. INFORMATION SECURITY

Pursuant to Title 1, Chapter 202, §202.77 of the Texas Administrative Code, [SUPPLIER] hereby acknowledges responsibility to comply with all applicable TEXAS A&M UNIVERSITY (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 the 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 identification 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 identified as "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] will return any TEXAS A&M Information and any records or copies thereof to TEXAS A&M. [SUPPLIER] acknowledges that the TEXAS A&M Information has not been destroyed. [SUPPLIER], its agents, employees, contractors, subcontractors, employees of [SUPPLIER], and all parties who are or have been engaged in connection with the services provided to TEXAS A&M pursuant to this Agreement, and for no other purpose. Should [SUPPLIER], its employees, agents, contractors, or subcontractors acquire other TEXAS A&M Information during the course of this Agreement, it shall not be used by [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 [Name], [Department], [Office], [Address], [Telephone], [Email].

The designated contact for [SUPPLIER] shall be [Name], [Department], [Office], [Address], [Telephone], [Email], [Fax], (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 such 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, TEXAS A&M is responsible for reporting all security breaches directly to TEXAS A&M. TEXAS A&M’s designated contact for breaches shall be [Name], [Department], [Address], [Telephone], [Fax], [Email].

16. ALTERNATIVE DISPUTE RESOLUTION

[SUPPLIER] must use the dispute resolution process provided in Section 2260 of the Texas Government Code to attempt to resolve a dispute arising under this Agreement and is required to file a complaint with this office.

[SUPPLIER] must submit written notice of a claim of breach of the contract to the Chief Financial Officer, TEXAS A&M ENGINEERING EXTENSION SERVICE.
THE TEXAS A&M UNIVERSITY SYSTEM

Substitute W9 & Vendor Direct Deposit Form

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

Payee Information:

Individual/Company/Entity Legal Name: ________________________________
(Must match TIN below):

Taxpayer ID #: ____________________________________________ or ______________
Federal Tax I.D Number
SSN - Individual/Sole Proprietor

DBA Name (If Applicable): ______________________________________

Vendor Type - Select all that apply:

___ Individual/Sole Proprietorship ___ C - Corporation ___ S - Corporation ___ Partnership ___ Trust/Estate ___ Other

___ Limited Liability Company. Enter the tax classification (C = C corporation, S = S corporation, P = partnership)

___ Exempt payee code (if any) ___ Exemption from FATCA reporting code (if any) ___

Vendor Contact Information:

Name: (Print Name) ___________________________ Phone: __________________

Please Provide an Email For Orders: Email: ________________________________

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

Address: ________________________________________________________________

Address: ________________________________________________________________

City: ______________ State: ___________ City: ______________ State: ___________

Zip: ____________________

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: ___________________________

ABA Routing Number: ___________________________ Account Number: ___________________________

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

Print Name: ___________________________ Signature: ___________________________ Date: __________________

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

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

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

**Instructions for completing this form**

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

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

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

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

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

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

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