### Event Summary - Data Center Maintenance

<table>
<thead>
<tr>
<th>Type</th>
<th>Invitation to Bid</th>
<th>Number</th>
<th>TAMU-ITB-0136</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>11/28/2017</td>
<td>Exported by</td>
<td>Angelita Constancio</td>
</tr>
<tr>
<td>For Requisition</td>
<td>95550140</td>
<td>Created Document</td>
<td>96343553</td>
</tr>
<tr>
<td>Estimated Value</td>
<td>24,126.25 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>
</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

*Data Center Maintenance*

### 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>11/10/2017 12:00 AM</td>
</tr>
<tr>
<td>Close</td>
<td>11/28/2017 2:00 PM</td>
</tr>
<tr>
<td>Sealed Until</td>
<td>11/28/2017 2:00 PM</td>
</tr>
<tr>
<td></td>
<td>Show Sealed Bid Open Date to Supplier</td>
</tr>
<tr>
<td>Q&amp;A Close</td>
<td>11/27/2017 10:00 AM</td>
</tr>
</tbody>
</table>
Description

Data Center Maintenance
Prerequisites

1 ★ Instructions To Supplier:

Please be sure to verify all questions and attached to Supplier Attachments Tab

Prerequisite Content:
AggieBid Questions
AggieBid Questionnaire.pdf

./Attachments/PrereqAttachments/AggieBid Questionnaire.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>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Bid Information</td>
<td></td>
<td>Terms and Conditions - Updated.pdf</td>
<td>Substitute W9 - New - February 19 2016.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>One (1) year service agreement for APC ACRC100 Chilled Water Cooling units. Details listed in the...</td>
<td>6</td>
<td>EA - Each</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>99900288 - Maintenance and Repair of Equipment</td>
<td>5512 / One (1) year service agreement for APC ACRC100 Chilled Water Cooling units. Details listed in the attached document under Item 1.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>P1.2</td>
<td>One (1) year service agreement for APC Symmetra PX 80kVA UPS System. Details listed in the attach...</td>
<td>1</td>
<td>EA - Each</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>99900288 - Maintenance and Repair of Equipment</td>
<td>5512 / One (1) year service agreement for APC Symmetra PX 80kVA UPS System. Details listed in the attached document under Item 2.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>P1.3</td>
<td>One (1) year service agreement for Carrier AquaSnap Chiller. Additional details are listed in the...</td>
<td>1</td>
<td>EA - Each</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>99900288 - Maintenance and Repair of Equipment</td>
<td>5512 / One (1) year service agreement for Carrier AquaSnap Chiller. Additional details are listed in the attached document under Item 3.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Service Line Items

There are no items added to this event.
Texas A&M University is seeking bids to provide a Data Service Maintenance agreement for the Department of Oceanography per the terms, conditions, and specifications herein and for AggieBid TAMU-ITB-0136.

**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.
RENEWAL: Texas A&M University reserves the right to renew this agreement for an additional four (4) year, one (1) year at a time, if mutually agreeable to both parties, with all terms and conditions to be held firm through August 31, 2018.

If the renewal option is exercised, the vendor may increase the contract prices to reflect increase in the cost of providing products or services; however if there has been no increase in costs, the vendor is expected to hold pricing. Additionally, should there be any decrease in costs; the vendor is expected to pass those savings on to Texas A&M University.

<table>
<thead>
<tr>
<th>Year</th>
<th>Date Range</th>
<th>Escalation %</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Renewal Year</td>
<td>11/21/18 – 8/31/19:</td>
<td>___ %</td>
</tr>
<tr>
<td>2nd Renewal Year</td>
<td>9/01/19 – 8/31/20:</td>
<td>___ %</td>
</tr>
<tr>
<td>3rd Renewal Year</td>
<td>9/01/20 – 8/31/21:</td>
<td>___ %</td>
</tr>
<tr>
<td>4th Renewal Year</td>
<td>9/01/21 – 8/31/22:</td>
<td>___ %</td>
</tr>
</tbody>
</table>

Failure by vendor to insert escalation ceiling indicates an escalation percent not to exceed zero percent (0%). Escalation percent will be used in the bid evaluation for all optional renewals.

QUANTITIES are estimated only and do not guarantee purchase. Delivery to be made at times and in quantities requested.

Orders will be placed on an as needed basis. All invoices must reflect price(s) quoted and must reflect the purchase order number issued Texas A&M University procurement services.

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.

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.
Item 1:

One (1) year service agreement for APC ACRC 100 Chilled Water Cooling units listed below, including:

- Semi Annual Preventative Maintenance visits during Normal Business hours by Manufacturer certified technicians.
- Parts, Travel and Labor included for all Remedial Services during Normal Business Hours.
- Next Business Day on-site Emergency Response Time.
- Priority access to Spare Parts INVENTORY.
- 7x24 Telephone Technical Support.
- Service Agreement Term: 12/31/2017 – 12/30/2018

Covered Asset Set: Model: ACRC 100, Serial Numbers - UK1034110431 UK1053311656 YK0750110963 YK0804110629 YK0851111664 YK0852210002

Item 2:

One (1) year service agreement for APC Symmetra PX 80kVA UPS System listed below, including:

- Semi Annual Preventative Maintenance visits during Normal Business hours by Manufacturer certified technicians.
- Parts, Travel and Labor included for all Remedial Services during Normal Business Hours.
- Next Business Day on-site Emergency Response Time.
- Priority access to Spare Parts INVENTORY.
- 7x24 Telephone Technical Support.
- Service Agreement Term: 12/31/2017 – 12/30/2018.

Covered Asset Set: Model: SYCF80KF, Serial Number: PD0806160133

Item 3:

One (1) year service agreement for Carrier AquaSnap Chiller listed below, including:

- Quarterly Preventative Maintenance visits per year during Normal Business Hours by Manufacturer certified technicians
- Parts, Travel and Labor included for all Remedial Services during Normal Business Hours.
- Next Business Day on-site Emergency Response Time.
- Priority access to Spare Parts INVENTORY.
- 7x24 Telephone Technical Support.
- Service Agreement Term: 12/31/2017 – 12/30/2018.

Covered Asset Set: Model: 30RAN050KE-615CX, Serial Number: 3008Q55349
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 #: 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: 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 from 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 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)
ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF BID AND ANY SUBSEQUENT AWARD.

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 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 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 Aggiernomy Road, College Station, TX 77843.

1.5 Late bids will not be considered under any circumstances.

1.6 Bids should be quoted “F.O.B. destination, freight prepaid and allowed”. If quoting freight otherwise, show exact delivery cost and who bears cost if not included in unit price.

1.7 Bid prices are requested to be firm for TEXAS A&M acceptance within 30 days of bid opening date. “Discount from list” bids are not acceptable unless requested. Cash discount will not be considered in determining the low bid. All cash discounts will be taken in their entirety.

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 title or authority to bind his or her firm in a contract. Firm name should appear on the 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 space provided on page 1 (upper right) if it is not printed. If this number is not known, consult the following: Enter your Federal Employer Identification Number, 2. Sole owner should also enter Social Security Number.

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

1.10 Purchases made for TEXAS A&M use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise tax Exemption Certificate will be furnished by TEXAS A&M upon request.

1.11 TEXAS A&M reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the State.

1.12 Consistent and continued tie bidding could cause rejection of bids by TEXAS A&M 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
☐ 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 IFB must include the IFB number and opening date.

2. SPECIFICATIONS

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 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 a tie in bids, the award will be made in accordance with Rule 1 TAC Section 113.5 (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 be disregarded.

4.2 If delivery 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 defaults 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 of late delivery has been obtained from TEXAS A&M.

5. INSPECTION AND TESTS - All goods will be subject to inspection and test by TEXAS A&M to the extent practicable at all times and places. Authorized TEXAS A&M personnel shall have access to 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. Late tests may result in rejection 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 advantage, favor or gift, employment, gift, loan, patronage, special discount, trips, 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 included in or able 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:

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 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 its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract awards.

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

WARNING: SUCH TERMS AND CONDITIONS MAY RESULT IN DISQUALIFICATION OF THE BID. (E.G., BIDS WITH THE LAWS OF A STATE OTHER THAN TEXAS, REQUIREMENTS FOR PREPAYMENT, LIMITATIONS ON REMEDIES, ETC.)
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 in 30 or fewer days from receipt of goods or services and an uncontested invoice.

10. PATENTS OR COPYRIGHTS - The SUPPLIER agrees to protect TEXAS A&M from claims involving infringement of patents or copyrights.

11. SUPPLIER ASSIGNMENTS - SUPPLIER hereby assigns to purchaser any and all claims for overcharges and other recovery 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 PROTECTION (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 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-proprietor 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 2261.233(g)(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; or

(2) receive a state-funded grant or loan.

(b) 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.

(c) A child support or business entity ineligible to receive payments under Subsection (a) or (b) remains ineligible until:

(1) all arrearages have been paid;

(2) the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency;

(3) the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) as proof of current earnings and child support payments.

(d) A bid, or any 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 state agency determines that an individual or business entity holding a state contract is ineligible to receive payment under Subsection (a), the contract may be terminated.

(g) If the certification 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.

(h) This section does not create a cause of action to recover 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 on submit it 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.

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

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

(k) A state agency may accept a bid that does not include the information required under Subsection (b) if the state agency collects the information before the contract, grant, or loan is executed.

14. EXPORT CONTROL - SUPPLIER agrees to comply with all applicable US Export Control laws and regulations to include the Export Administration Regulations (EAR), the International Traffic in Arms (ITAR) and any other applicable US export laws and regulations. As an institution of higher learning, Texas A&M University (TEXAS A&M) typically does not take receipt of export controlled goods, technical data, services or technology ("Materials") except as may be specifically approved by TEXAS A&M. SUPPLIER agrees that no export controlled Materials will be transferred, shipped, transported, or otherwise transferred to any Controlled Person (as defined in EAR §744.1), or any foreign person or entity, unless the SUPPLIER has obtained prior express prior approval from TEXAS A&M. SUPPLIER also agrees to notify 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 I, Chapter 202, 2002.77 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: 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 earlier termination of this Agreement, SUPPLIER agrees to return all TEXAS A&M Information 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 for the performance of obligations under the Contract if services provided to TEXAS A&M pursuant to this Agreement, and for no other purpose. Should SUPPLIER, its employees, agents, contractors, or subcontractors acquire other TEXAS A&M Information during the course of this Agreement, it shall not be used for SUPPLIER'S own purposes or divulged to third parties. SUPPLIER shall comply with all terms and conditions of any TEXAS A&M non-disclosure agreement applicable to this Agreement.

Both parties shall each provide contact information for specific individuals. The designated contact for TEXAS A&M shall be Department of... TEXAS A&M, College Station, TX 77843-... Telephone: (979) 845-8300. The designated contact for SUPPLIER shall be... (include email address and phone number). Should the designated contact for either party need to be changed, the new contact information shall be updated and provided to the respective parties within 24 hours of any staff changes. 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) shall 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 shall submit written notice of a claim of breach of contract to the Chief Financial Officer, TEXAS A&M ENGINEERING EXTENSION SERVICE.