## Event Summary - Shell & Tube Heat Exchanger

<table>
<thead>
<tr>
<th>Type</th>
<th>Invitation to Bid</th>
<th>Number</th>
<th>TAMU-ITB-0180</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>1/3/2018</td>
<td>Exported by</td>
<td>Angelita Constancio</td>
</tr>
<tr>
<td>For Requisition</td>
<td>96668112</td>
<td>Created Document</td>
<td>9747595</td>
</tr>
<tr>
<td>Estimated Value</td>
<td>65,000.00 USD</td>
<td>Payment Terms</td>
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### Bid and Evaluation

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

<table>
<thead>
<tr>
<th>Visible to Public</th>
<th>Yes</th>
<th>Enter a short description for this public event</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td><em>Shell &amp; Tube Heat Exchanger</em></td>
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</table>

### Commodity Codes

None Added

### Event Dates

<table>
<thead>
<tr>
<th>Time Zone</th>
<th>Central Standard Time</th>
<th>Released</th>
<th>-</th>
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<tbody>
<tr>
<td>Open</td>
<td>12/8/2017 12:00 AM</td>
<td>Close</td>
<td>12/21/2017 10:00 AM</td>
</tr>
<tr>
<td>Close</td>
<td>12/21/2017 10:00 AM</td>
<td>Sealed Until</td>
<td>12/20/2017 10:00 AM</td>
</tr>
<tr>
<td>Q&amp;A Close</td>
<td>12/20/2017 10:00 AM</td>
<td>Show Sealed Bid Open Date to Supplier</td>
<td></td>
</tr>
</tbody>
</table>
Description
Shell & Tube Heat Exchanger
Prerequisites

1  ★  Instructions To Supplier:

Acknowledge Questions and Answer Them and Attach to Supplier Attachments

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>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Specifications and Requirem</td>
<td>Bid Information - Bid TAMU-ITB-0180.pdf</td>
<td>Bid Information - Bid TAMU-ITB-0180.pdf</td>
</tr>
<tr>
<td>Terms and Conditions - Updated</td>
<td>Terms and Conditions - Updated.pdf</td>
<td>Terms and Conditions - Updated.pdf</td>
</tr>
</tbody>
</table>
Questions

There are no Questions added to this event.
<table>
<thead>
<tr>
<th>#</th>
<th>Item Name, Commodity Code, Description</th>
<th>Qty.</th>
<th>UOM</th>
<th>Target Price</th>
<th>Allow Alternates</th>
<th>Requested Delivery</th>
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<tbody>
<tr>
<td>P1.1</td>
<td>Shell &amp; Tube Heat Exchanger - DHT Model WC20B2-210</td>
<td>1</td>
<td>EA - Each</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

99900288 - Maintenance and Repair of Equipment | 5512 | Shell & Tube Heat Exchanger - DHT Model WC20B2-210 - horizontal shell and u-tubes removable bundle construction. One (1) pass shell and two (2) pass tubeside, 20.00" O.D Carbon Steel shell with 145 - 0.75" O.D. x 0.049 thk (18 B.W.G.) Avg Wall, SB-111-C443 Admiralty tubes, 17.5" feet u-tube bundle length (excluding u-bends length) on 1.0" triangular pitch and 1018.9 square feet of heating surface area for the unit - Materials of construction will consist of carbon steel shellside and stainless steel 304/L tubeside with Admiralty Tubes, Stainless Steel 304/L Tubesheet and Carbon steel baffles

SHELLSIDE:
- DESIGN PRESSURE/TEST (PSI): 150/225
- DESIGN TEMPERATURE/MIN. F: 350/20
- MAIN CONNECTIONS: 8(12) 8(12) (150# ANSI SO RF)
- VENTS & DRAINS: 3/4" 3000# NPT THREADED COUPLINGS (INCLUDES BOTH SHELL SIDE AND TUBE SIDE) - 1" - 3000# NPT THREADED COUPLING ON SHELL FOR PRV

TUBESIDE:
- DESIGN PRESSURE/TEST (PSI) - 175/263
- DESIGN TEMPERATURE/MIN. F: - 350/20
- MAIN CONNECTIONS: 6,6(150# ANSI SO RF)
- VENTS & DRAINS: 3/4" 3000# NPT THREADED COUPLINGS (INCLUDES BOTH SHELL SIDE AND TUBE SIDE) - 1" - 3000# NPT THREADED COUPLING ON SHELL FOR PRV

Ship-To-Address - Attn Kristina Zimmerhanzel
Cyclotron Institute Cyclotron Bldg Room 242 120
Spence St 3366 TAMU College Station, TX
77843-3366 United States
Service Line Items

There are no items added to this event.
AggieBid TAMU-ITB-0180

Texas A&M University is seeking bids to provide Shell & Tube Heat Exchanger for the Department of Cyclotron per the terms, conditions, and specifications herein and for AggieBid TAMU-ITB-0180 Manufacturer and Part Number listed is for reference purposes only.

Electronic State Business Daily (ESBD):

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

Questions Regarding This Invitation For Bid:

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

Angel Constancllo, 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.
NOTES FOR THE HEAT EXCHANGERS:

1. Heat Exchanger to be built and hydro tested in accordance with latest ASME Code Sec. VIII Div. 1 Rules
2. Tube to tubesheet joints to be expanded only as per TEMA C requirements for 150 psi design pressure and 350 deg. F design temperature
3. Flange face gasket seating surfaces to be within standard 125 RMS finish
4. All welding surfaces will be thoroughly cleaned off scale, rust, oil, foreign bodies before welding. Inside welds to be ground flush with shell. Inside welds to be smooth, no sharp corners or projections
5. Heat Exchanger will be cleaned inside and outside, free of dirt, grease, bse mill scale, and weld splatter
6. All nozzle flange bolt holes to straddle natural centerlines
7. Heat exchangers to have horizontal steel supports welded to the unit's shell.
8. Heat exchanger to have u-tubes removable bundle design
9. BEU TEMA Type Head allows for tube cleaning by taking off the bonnet to get the access to the-tubes
10. All open Nozzles on all heat exchangers will be protected by wood covers prior to shipping and during shipping for both seal water side and cooling water side of the units.
11. 150# ANSI SO RF Nozzle flanges to be used on both shell side and tube side of all heat exchangers
12. -Shell side inlet and outlet 8" nozzles to be located on 12.75"O.D. Domes Inlet 12.75"O.D. Dome to have an inlet impingement protection (SS304 plate)
13. Materials of Construction (M.O.C.):
   a) Shell - Carbon Steel
   b) Bonnet - Stainless Steel 304/L
   c) Tubes - Admiralty
   d) Tubessheet - Stainless Steel 304/L
   e) Baffles - Carbon steel
   f) Exchanger Shell Supports - Carbon steel
   g) Gaskets - Compressed Fiber, Klinger-4401
14. SP-3 Power Tooling all external carbon steel surfaces and spray paint all external carbon steel surfaces with 2 coats of Industrial Enamel.
15. DHT can ship heat exchanger 14-16 weeks after drawing approval/release, b) allow for 1-2 weeks to produce drawings after receiving order. I have provided an ADD to expedite shipment to 11 weeks. The estimated freight add that we have provided is for a "partial dedicated" truck load. See email for all budget numbers.

Necessary deviations imposed by the newest ASME Code Sec. VIII Div. 1 Requirements

1. At Max. 350 Deg. F, the admixture tubes can be used. Higher than that - they are not allowed to be used as per Newest ASME Code rules. Specified Existing Design Temperature of 400 Deg. F on both shell side and tube side exceeds ASME maximum temperature per Section II, Part D, Subpart 3, Charts and Tables for determining shell thickness of components under external pressure. Design Temperature 400 Deg. F. Maximum temperature: 350 Deg. F. This is not permitted per UIG-20(c). Please verify, but I believe the maximum operating temperature was determined to be 118 deg. F in accordance with customer's supplied thermal data sheet. 350 deg. F design temperature is high enough to withstand any thermal and mechanical stresses for admixture tubes.
# HEAT EXCHANGER SPECIFICATION SHEET

<table>
<thead>
<tr>
<th>Customer</th>
<th>Job No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>Reference No.</td>
</tr>
<tr>
<td>Plant Location</td>
<td>Inquiry No.</td>
</tr>
<tr>
<td>Service of Unit</td>
<td>Date</td>
</tr>
<tr>
<td>Size</td>
<td>Item No.</td>
</tr>
<tr>
<td>SQ. FT. SURF./UNIT</td>
<td>HE-1</td>
</tr>
<tr>
<td>SHELLS/UNIT</td>
<td>C-300</td>
</tr>
<tr>
<td>NO. SHells</td>
<td>1025</td>
</tr>
<tr>
<td>SHELL LENGTH</td>
<td>1025</td>
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<tr>
<td>SHELL CONNECTED IN</td>
<td>SHELL</td>
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## PERFORMANCE OF ONE UNIT

<table>
<thead>
<tr>
<th>SHELL SIDE</th>
<th>TUBE SIDE</th>
</tr>
</thead>
<tbody>
<tr>
<td>FLUID CIRCULATED</td>
<td>WATER</td>
</tr>
<tr>
<td>TOTAL FLUID ENTERING</td>
<td>40,500 lb/h</td>
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<tr>
<td>VAPOR</td>
<td>275,000</td>
</tr>
<tr>
<td>LIQUID</td>
<td>(583 GPM)</td>
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<tr>
<td>STEAM</td>
<td>(550 GPM)</td>
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<tr>
<td>NON-CONDENSABLES</td>
<td></td>
</tr>
<tr>
<td>FLUID VAPORIZED OR CONDENSED</td>
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<tr>
<td>STEAM CONDENSED</td>
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<tr>
<td>GRAVITY</td>
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<td>VISCOSITY</td>
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<td>MOLECULAR WEIGHT</td>
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<td>SPECIFIC HEAT</td>
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<td>THERMAL CONDUCTIVITY</td>
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<td>LATENT HEAT</td>
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<td>TEMPERATURE OUT</td>
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<td>OPERATING PRESSURE</td>
<td>PSIG</td>
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<td>NO. PASSES PER SHELL</td>
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<td>FT/SEC</td>
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<td>PRESSURE DROP</td>
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<td>FOULING RESISTANCE (MIN.)</td>
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<td>HEAT EXCHANGED-BTU/TR</td>
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<td>TRANSFER RATE-SERVICE</td>
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</table>

## CONSTRUCTION OF ONE SHELL

| SHELL CARBON STEEL | 20™ |
| SHELL COVER | N1 |
| SHELL COVER | NONE |
| SHELL COVER | (INTEGRAL) |
| TUBES | ADMIRALTY |
| TUBES | 304 STAINLESS |
| TUBES | 3/4 BWG. |
| LENGTH | 18 |
| PITCH | 15/16 T. |
| TUBE SUPPORTS | STEEL |
| GASKETS | ASBESTOS |
| CONNECTIONS-SHELL SIDE | 12™ |
| CHANNEL SIDE | 8™ |
| CORROSION ALLOWANCE-SHELL SIDE | TUBE SIDE |
| CODE REQUIREMENTS | ASME W/STAMP |
| WEIGHTS-EACH SHELL | 4882# |

## REMARKS:

- INDICATE AFTER EACH PART WHETHER STRESS RELIEVED IS (R) AND WHETHER RADIOGRAPHED (X-R)
ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF BID AND ANY SUBSEQUENT AWARD. ANY EXCEPTIONS THERETO MUST BE 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 the extended prices. Unit Prices shall govern in the event of any conflict in extensions or 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 the TEXAS A&M DEPARTMENT OF PROCUREMENT SERVICES on or before the hour and date specified for the bid opening.

1.4 When sending bids via the U.S. Postal Service, use the address on page 1 of this Invitation for Bid. When using a delivery service or hand delivering, which requires a street address, address is Agronomy Road, College Station, TX 77843.

1.5 Late bids will not be considered under any circumstances.

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

1.7 Bid prices are requested to be firm for Texas A&M acceptance within 30 days of bid opening date. "Discount from list" 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 hand corner. The SUPPLIER ID Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. If the same number in the spaces provided on pages of this form is not printed, if it is not known, complete the following: 1. Enter your Federal Employer Identification Number. 2. Sole owner should also enter Social Security Number.

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

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

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

1.12 Consistent and continued bidding could cause rejection of bids by Texas A&M and/or investigations 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 paper products
☐ Energy efficient products
☐ 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

2.1 Any catalog style, 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, bids 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).

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

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 the 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 Texas A&M. Texas A&M has the right to extend delivery date if reasons appear valid. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes Texas A&M to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting SUPPLIER.

4.3 No substitutions or cancellation permitted without written approval of the Texas A&M DEPARTMENT OF PROCUREMENT SERVICES.

4.4 Delivery shall be made during normal working hours only, unless prior approval for late delivery has been obtained from Texas A&M.

5. INSPECTION AND TESTS - All goods will be subject to inspection and test by Texas A&M to the extent practicable at all times and places. Authorized Texas A&M personnel shall have access to any SUPPLIER's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample submitted and the cost of the testing shall be borne by the SUPPLIER. Goods which have been delivered and rejected in whole or in part may, at Texas A&M's option, be returned to the SUPPLIER or held for disposition at SUPPLIER's risk and expense. Latent defects may result in revocation of acceptance.

6. BIDDER AFFIRMATION - Signing this bid with a false statement is a material breach of contract and shall void the submitted bid or any resulting contracts, and the bidder shall be removed from all 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, 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 those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit, 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 associated with this contract which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and which arise under the antitrust laws of the State of Texas, Tex. Com. Code Ann. Sec. 15.01, et seq. (1973).

12. PUBLIC INFORMATION ACT - (a) SUPPLIER acknowledges that TEXAS A&M University (TEXAS A&M) is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.
   (b) Upon 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 in a non-proprietary format acceptable to TEXAS A&M. As used in this provision, “public information” has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which TEXAS A&M has a right of access.
   (c) SUPPLIER acknowledges that TEXAS A&M may be required to post a copy of the fully executed Agreement on its website in compliance with Section 2251.253(b)(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 60 days delinquent in paying child support is not eligible to receive student financial assistance paid directly to the obligor by the comptroller. This subsection does not apply to an obligor who submits to the comptroller:
      (i) a sworn affidavit from the obligor or obligated entity that the obligor is current on the obligor’s child support payments; and
      (ii) 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 (b) is subject to the child support payment enforcement procedures under Section 206.001 of the Family Code or has been released from the child support enforcement procedures under Section 206.001 of the Family Code.

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 education, TEXAS A&M University ("TEXAS A&M") retains the right to control or limit access to TEXAS A&M-supplied information or products: (a) at the direction of governmental authorities; (b) to protect the intellectual property of TEXAS A&M; (c) at the direction of governmental authorities; (d) to protect the intellectual property of TEXAS A&M or that of others; (e) to protect the fundamental rights and freedoms of others; and (f) to comply with the terms of a license agreement or any other contractual obligations. Information is protected by the Export Control Laws, the EAR, and the ITAR, as well as any other 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

16. ALTERNATIVE DISPUTE RESOLUTION [SUPPLIER] must use the dispute resolution process provided in Chapter 2260 of the Texas Government Code to attempt to resolve a dispute arising under this Agreement and is a required prerequisite to suit in accordance with Chapter 107, Texas Civil Practice and Remedies Code. [SUPPLIER] must submit written notice of a claim of breach of contract to the Chief Financial Officer, TEXAS A&M ENGINEERING EXTENSION SERVICE.
THE TEXAS A&M UNIVERSITY SYSTEM

Substitute W9 & Vendor Direct Deposit Form

For TAMUS Only: Aggie Buy: 02-Texas A&M University Concur: No Funds: Local

Payee Information: Transaction Type: New Vendor

Individual/Company/Entity Legal Name: ____________________________________________

(Must match TIN below):

Taxpayer ID #: ___________________________________________ or

Federal Tax ID Number ________________________________________

SSN - Individual/Sole Proprietor

DBA Name (If Applicable): ________________________________________________

Vendor Type - Select all that apply:

___ Individual/Sole Proprietor  ___ 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:

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

Address: ___________________________ Address: ___________________________

City: ___________________________ City: ___________________________

State: ___________________________ 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. *All fields must be completed

* Will these payments be forwarded to a financial institution outside the U.S.?  ☐ Yes  ☐ No  *Acct Type:  ☐ Checking  ☐ Savings

New Setup Account Info  Bank Name: ______________________________________________

Routing Number ______________________  Account Number ______________________

Existing Account (Changes Only)  If you have an existing ACH setup with the Texas A&M University System Members & needing to change this section will need to be completed.

Routing Number ______________________  Account Number ______________________

Email for ACH Notification:

Pursuant to Section 409.016, Texas Government Code, I authorize the Comptroller of Public Accounts and/or applicable financial institution as designated by Texas A&M University 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 is 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, 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 fax;
For questions email vendorhelp@tamu.edu (Rev 2017)
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**

We are required by law to obtain this information from you when making a reportable to you, to you, and because the payment is reportable on an information return to the IRS. You are required by law to provide your correct Social Security Number or Employer Identification Number to us. If you do not provide us with this information, your payments may be subject to 28% federal income tax backup withholding. Also, if you do not provide us with this information, you may be subject to a $50 penalty imposed by the Internal Revenue Service under section 6723.

Federal Law on backup withholding preempts any state or local law remedies, such as any right to a mechanic's lien. If you do not furnish a valid TIN, or if you are subject to backup withholding, the payer is required to withhold 28% of its payment to you. Backup withholding is not a failure to pay you. It is an advance tax payment. You should report all backup withholding as a credit for taxes paid on your federal income.

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

1. New or updating information for Texas A&M University
2. You are a U.S. entity (including a resident alien); **AND**
3. Required for a Speaker Fee, Individual Payment/Reimbursement, Sole Proprietor, Partnership, or Corporation **AND**
4. You will receive payment from Texas A&M University

**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 information will not be imputed.
- When requesting a change to your existing direct deposit account information, you must complete the existing account information for verification purposes.
- 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 2017)*
Aggie Bid Questions

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

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

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

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

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

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

☐ 7. If vendor’s terms and conditions differ from Texas A&M, is the following language ok to use?
   Where TAMU terms and conditions differ from those of the vendor the vendor’s terms shall be enforceable only to the extent allowed by the laws of The State of Texas.
   ☐ Yes    ☐ No    ☐ Not Applicable

☐ 8. Alternate Submissions Texas A&M University will consider Alternate Submissions provided they meet or exceed the specifications of the equipment listed. Alternate Submissions shall include all manufacturer make & model information, as well as all literature and cut sheets as necessary. Texas A&M reserves the right to determine equality, and all TAMU decisions shall be 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//