<table>
<thead>
<tr>
<th>Event Summary - C-Wave Pump Laser</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Type</strong></td>
</tr>
<tr>
<td><strong>Organization</strong></td>
</tr>
<tr>
<td><strong>Event Status</strong></td>
</tr>
<tr>
<td><strong>Exported on</strong></td>
</tr>
<tr>
<td><strong>For Requisition</strong></td>
</tr>
<tr>
<td><strong>Estimated Value</strong></td>
</tr>
<tr>
<td><strong>Number</strong></td>
</tr>
<tr>
<td><strong>Currency</strong></td>
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<tr>
<td><strong>Project</strong></td>
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<tr>
<td><strong>Exported by</strong></td>
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<tr>
<td><strong>Created Document</strong></td>
</tr>
<tr>
<td><strong>Payment Terms</strong></td>
</tr>
</tbody>
</table>

**Bid and Evaluation**

<table>
<thead>
<tr>
<th>Respond by Proxy</th>
<th>Allow</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sealed Bid</td>
<td>Yes</td>
</tr>
</tbody>
</table>

Alternate Items: No

**Visibility and Communication**

Visible to Public: Yes

Enter a short description for this public event

*C-Wave Pump Laser*

**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><strong>Open</strong></td>
<td>2/26/2018 12:00 AM</td>
</tr>
<tr>
<td><strong>Close</strong></td>
<td>3/13/2018 2:00 PM</td>
</tr>
<tr>
<td><strong>Sealed Until</strong></td>
<td>3/13/2018 2:00 PM</td>
</tr>
<tr>
<td><strong>Q&amp;A Close</strong></td>
<td>3/12/2018 10:00 AM</td>
</tr>
</tbody>
</table>

Show Sealed Bid Open Date to Supplier
Description

C-Wave Pump Laser
<table>
<thead>
<tr>
<th>Buyer Attachments</th>
<th>Revised Bid Information</th>
<th>AggieBid Questionnaire.pdf</th>
<th>Terms and Conditions - Updated.pdf</th>
<th>Insurance</th>
<th>Updated W9 - November 13, 2017.pdf</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tr>
</tbody>
</table>
Questions

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

<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>C-Wave Wavelength modules: Blue: 450 - 525 nm (+/- 1nm) Or...</td>
<td>★1</td>
<td>EA - Each</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

411000000 - Laboratory and scientific equipment $5k, 8422 / C-Wave LP VIS IR, incl. Pump LaserHobner C-Wave Wavelength modules: Blue: 450 - 525 nm (+/- 1nm) Orange: 540 - 650 nm (+/- 1nm) IR: 900 - 1050 nm (+/- 2nm) and 1080 - 1300 nm (+/- 2nm)

Low Power Version:
Output Power Blue and Orange > 80 nW
Output Power IR > 200 mW
Pump Laser:
Single Frequency Laser
Wavelength: 532 nm
Output Power: 1.5 W
Options:
C-Wave Control Software
Absolute Lambda (computer dial a wavelength and frequency lock accuracy up to 2 MHz, depending on the wavemeter), excl wavemeter
Coated air-spaced etalon
Closed-loop water chiller and Manual

Ship-To-Address - Attn: Nicks Low Speed Wind
Tunnel Room 1775 George Bush Dr W 1587 TAMU
College Station, TX 77845-1587 United States

---

P1.2 | Shipping and installation | ★1 | EA - Each | - | - | - |

411000000 - Laboratory and scientific equipment $5k, 8422 / Shipping and installation - See Bid Information

Ship-To-Address - Attn: Nicks Low Speed Wind
Tunnel Room 1775 George Bush Dr W 1587 TAMU
College Station, TX 77845-1587 United States
Service Line Items

There are no items added to this event.
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/
APPENDIX A – TAMU INSURANCE REQUIREMENTS

[Vendor] shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to Texas A&M University. By requiring such minimum insurance, the Owner shall not be deemed or construed to have assessed the risk that may be applicable to [Vendor] under this Agreement. [Vendor] shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. [Vendor] is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to Texas A&M University at least ten days before the effective date of the cancellation.

Insurance:

Coverage | Limit
---|---

A. **Worker’s Compensation**
Statutory Benefits (Coverage A) | Statutory
Employers Liability (Coverage B) | $1,000,000 Each Accident
| $1,000,000 Disease/Employee
| $1,000,000 Disease/Policy Limit

Workers’ Compensation policy must include under Item 3.A. on the information page of the workers’ compensation policy the state in which work is to be performed for Texas A&M University. Workers’ compensation insurance is required, and no “alternative” forms of insurance will be permitted.

B. **Automobile Liability**
Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than $1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage;

C. **Commercial General Liability**
Each Occurrence Limit | $1,000,000
General Aggregate Limit | $2,000,000
Products / Completed Operations | $1,000,000
Personal / Advertising Injury | $1,000,000
Damage to rented Premises | $300,000
Medical Payments | $5,000

The required commercial general liability policy will be issued on a form that insures [Vendor’s] or its subcontractors’ liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

**Additional Endorsements**

The Auto and Commercial General Liability Policies shall name the Texas A&M University System Board of Regents for and on behalf of The Texas A&M University System and the Texas A&M University as additional insured’s.

D. [Vendor] will deliver to Texas A&M University:
Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by [Vendor] under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

**All insurance policies**, with the exception of worker's compensation and employer's liability will be endorsed and name The Board of Regents for and on behalf of The Texas A&M University System, The Texas A&M University System and Texas A&M University as Additional Insureds up to the actual liability limits of the policies maintained by [Vendor]. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage. The Commercial General Liability Additional Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.

**All insurance policies** will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System, The Texas A&M University System and Texas A&M University. No policy will be canceled without unconditional written notice to Texas A&M University at least ten days before the effective date of the cancellation. **All insurance policies** will be endorsed to require the insurance carrier providing coverage to send notice to Texas A&M University ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required in this section.

Any deductible or self-insured retention must be declared to and approved by Texas A&M University prior to the performance of any services by [Vendor] under this Agreement. [Vendor] is responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed, faxed, or emailed to the following Texas A&M University contact:

- **Name:** Angel Constancio
- **Address:** Texas A&M University
  Dept of procurement Services
  1477 TAMU Agronomy Road
  College Station, TX 77843-1477
- **Fax Number:** 979-845-8171
- **Email Address:** agc@tamu.edu

The insurance coverage required by this Agreement will be kept in force until all services have been fully performed and accepted by Texas A&M University in writing.
AggieBid TAMU-ITB-0297

Texas A&M University is seeking bids to provide C-Wave Pump Laser for the Department of AeroSpace Engineering per the terms, conditions, and specifications herein and for AggieBid TAMU-ITB-0297

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 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/installation 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 and installation.

**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.

**FINAL TESTING AND ACCEPTANCE:**

The complete installation shall be inspected by Texas A&M to assure that all equipment is installed in a professional manner, and in accordance with these specifications.

The vendor shall ensure that the system meets or exceeds performance specifications as per manufacturer criteria. The vendor shall be responsible for properly performing all setup of equipment and all assembly.

**PERFORMANCE CRITERIA FOR ACCEPTANCE:**

To be accepted, the equipment must function properly at the end user's site by meeting or exceeding the specifications outlined in the purchase order.

If the equipment fails to function properly, the vendor shall be responsible to provide and carry out any and all diagnostics and repairs necessary to make the equipment operate correctly. Any costs associated with providing diagnostics and repair will be at vendor's expense. All diagnostic test results shall be provided to the ordering department and only after the department verifies that specifications have been met will the equipment be considered acceptable. Original equipment manufacturer parts (OEM).

**WARRANTY:**

Vendor shall submit manufacturer's warranty with equipment.

Warranty is to begin upon the acceptance of equipment by Texas A&M University.
PARKING:

For questions concerning parking, call 979-845-9700

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

The Texas A&M University Transportation Services supervises and coordinates all parking, transportation and traffic related functions on the campus

Vendor shall be responsible for obtaining parking permits from Transportation Services and resolving, should they arise, any parking regulation disputes and violations.

PAYMENT:

Shall be Net 30 after receipt of invoice and product, completion of installation 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.

INSTALLATION:

The requested equipment is to be supplied as a complete operational system, set-up and ready for use. Any/all operational/maintenance manuals are to be provided at the time of shipping/installation.

This project shall be considered a “turnkey” project that includes all aspects of the installation.

Installation shall include distribution of the equipment to the requesting department. Installation shall also include receiving, unpacking, assembly and placement at point of use and removal and disposal of all packing material. University dumpsters may not be used for disposal unless approved by the department.

The vendor shall clean all trash, rubbish, cartons and other waste scattered throughout the building or on the premises caused by installation of the equipment under the resulting purchase order. Any necessary equipment needed to carry out the installation shall be furnished by the vendor. Shipping containers and other trash that constitute a fire hazard or an obstacle to the work of others shall be removed from the building daily. The vendor shall be responsible for removal of all trash offsite and disposal of in a legal manner.

During delivery and installation, use of tobacco products, food or drink within the interior of the building shall be prohibited. Texas A&M University regulations shall be enforced.

Delivery shall be made during normal working hours only, 8:00 AM to 5:00 PM, Monday through Friday, unless vendor obtains approval for late delivery.

All vendor employees shall be identifiable (i.e. name tags, vendor t-shirt or hats). All vendor employees shall be able to speak English.

TRAINING

Shall include on-site demonstration of the proper operating techniques of the equipment as well as instrument preventative maintenance training to all end user(s). This documentation is to include basic training on the proper operation of the equipment and software installed.
All training expenses, including travel, must be included in the bid response.

**INDEMNIFICATION:**

Vendor agrees to indemnify and hold The State of Texas, The Board of Regents of Texas A&M University System, Texas A&M their officers, employees and agents (the indemnified parties) harmless from the indemnify each against any and all liabilities, actions, damages, suits, proceeding, judgments, and costs (excluding attorney's fees) for claims resulting from the acts or omissions of vendor or the acts or omission of others under vendor's supervision and control.

**RESPONSIBILITY FOR DAMAGE CLAIMS:**

The vendor shall save harmless the State and owner from all suits, actions or claims brought on account of any injuries or damages, sustained by any person or property in a consequence of any neglect in safe-guarding the work by the vendor; or from claims or amount arising or recovered under the “Workman's Compensation Law” or any other laws. He shall be responsible for all damage or injury to property of any character occurring during the prosecution of the work resulting from any cat, omission, neglect, or misconduct on his part or the part of any of his employees, in the manner or method of executions the work; or form his failure to suitable evidence to that effect furnished to Texas A&M University.

**PROTECTION OF PROPERTY AND LIABILITY:**

The vendor shall take care not to damage the premises or the property of others, and in case such damages occur as the result of operations under his contract, he shall make restitution. If the vendor fails to pay for damage, the damages may be deducted from any remaining balance due to the vendor or may be processed as a breach of contract to the full extent the law allows. The vendor shall exercise due caution for the protection of persons, and shall protect owner from expense and hold him harmless from liability by reason of injury, or for damage to the property of others occurring as a result of the operations under this contract.

Upon receipt of written notice of the discovery of any defects occurring with the warranty period, the vendor shall remedy the defects and replace any property damaged there from. If the vendor, after notice, fails to proceed with the remedy(ies) within thirty (30) days or within another period of time agreed to in writing, to comply with the terms of the warranty, the department may have the defects corrected and the vendor shall be liable for all expenses incurred. Equipment units that are defective beyond the feasible job repair at the time of final inspection by the department representative will be retained by the department, and used by occupants, without payment by the owner, until the vendor has replaced all such defective equipment with units conforming to the specifications.

Installing vendors shall warrant the installation to be free of defects in workmanship and materials for a period of one year from the date of installation acceptance. Vendor shall respond to written complaints with five (5) days.

**INSURANCE:**

It is understood that all equipment and material supplied by the vendor shall remain their property until such time as accepted or paid for by the owner, and the vendor shall protect them with appropriate insurance against theft or other loss or damage. Vendor shall be held liable for any damages to Texas A&M University property occurring during installation.

Texas A&M shall be listed as an additional insured party under each policy of insurance covering this project.
The vendor shall be required to provide proof of insurance in the amounts indicated herein. A copy of the insurance certificate shall be submitted to the Procurement Services office prior to any work being performed.

The vendor shall not commence work until all of the insurance specified herein has been obtained and certificated of such insurance in force have been filed with and accepted by Texas A&M University. Acceptance of insurance certificates by Texas A&M University shall not relieve or decrease the liability of the Vendor.

Insurance coverage shall provide for a 30-day notice of cancellation or material change to the policy coverage and/or limits and the certificate of insurance in force shall include a notice that the policy or policies do contain these provisions. Unless otherwise specified, the vendor shall provide and maintain insurance until the scope of work is completed and accepted by Texas A&M University. The vendor's certificate of insurance in force, shall be submitted prior to start of installation and shall include a notice that the policies contain these provisions.

**SOFTWARE LICENSE:** If a Software License Agreement must be executed for any software necessary for the completion of this project, vendor shall include two copies of the agreement with their response. All agreements shall be reviewed by Contracts and Regulatory Compliance. Changes may be necessary to make the agreement comply with Texas Law. **Attach software agreement before submitting bid response.**
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 must be itemized and deducted from contracted 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 mailed 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 courier for 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 title or authority to bind his or her firm in a contract. Firm name shall 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's Office. 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: Sole owner should also enter Social Security Number.

1.9 Bid cannot be altered or amended after opening date. 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 bid preference 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 made for or facilities located on formerly contaminated property
☐ Products and services from economically deprived or blighted areas

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

1.15 Inquiries pertaining to IFBs must include the IFB number and opening date.

2. SPECIFICATIONS

Any catalogue, brand name or manufacturer's reference used in the Invitation for Bid is descriptive only (not restrictive), and is used to indicate type and quality desired. Bids on brands of like nature and quality will be considered unless otherwise specified. If bidding on other than reference brand, 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 brands, numbers, etc., as specified in the Invitation for Bid (IFB).

2.1 All items shall be new and unused, in first class condition, containing 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 or in 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) (3) and 113.8 (Preferences).

4. DELIVERY

4.1 Bid should show number of days required to place material in receiving agency's designated location under normal conditions. Failure to state delivery time obligates SUPPLIER to complete delivery in 14 calendar days. Unreasonably short or long delivery promises may cause 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 these 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 to handling to defauling 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 failed 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, at 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, 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.

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 609.003 of the Government Code, relating to contracting with executive head of a State agency. If section 609.003 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 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 that it cooperate is included in any subcontract awards.

7. CONFLICTING TERMS & CONDITIONS- Any terms and conditions attached to a bid shall 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. I.E. BIDS WITH THE LAWS OF A STATE OTHER THAN TEXAS, REQUIREMENTS FOR PREPAYMENT, LIMITATIONS ON REMIERS, 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 uncontroverted invoice.

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

11. SUPPLIER ASSIGNMENTS - SUPPLIER hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States 15 U.S.C. Section 1, et seq. (1973), and which arise under the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967).

12. PUBLIC INFORMATION ACT (a) [SUPPLIER] acknowledges that TEXAS A&M University (TEXAS A&M) is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in granting access to 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-proprietary format acceptable to TEXAS A&M. As used in this provision, "public information" has the meaning assigned by 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 2251.215(a)(1), Texas Government Code.

13. TEXAS FAMILY CODE SECTION 231.006 INELIGIBILITY TO RECEIVE STATE GRANTS OR LOANS OR RECEIVE PAYMENT ON STATE CONTRACTS

(a) A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive (1) 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 state financial assistance paid directly to the obligor by the comptroller. This subsection does not apply to an obligor who submits to the comptroller (1) a sworn affidavit from the obligor or obligor stating that the obligor is current on the obligor's child support payments; and (2) a written statement from the obligor that the obligor has made a request to the Title IV-D agency to correct the errors in the obligor's payment record.

(c) A child support obligor or business entity ineligible to receive payments under Subsection (a) may be subject to payment under Subsection (a) if the child support obligor or business entity ineligible to receive payments under Subsection (a) has (1) a debt outstanding to the state; (2) a court order for the obligor to pay child support; or (3) a court order for the obligor to pay child support.

(d) A bid or proposal submitted in accordance with this contract may be terminated, and the state may declare the contract null and void for the following reasons:

(i) A bid or proposal must contain an offer to do all work that is the subject of the contract, and the bid or proposal must be the lowest responsible offer.

(ii) A bid or proposal must be submitted in accordance with the specifications and requirements of the contract.

(iii) A bid or proposal must be signed and sealed by a duly authorized representative of the bidder or proposer.

(iv) A bid or proposal must be accompanied by a bid bond or proposal bond in an amount equal to 5 percent of the estimated cost of the work to be performed.

(v) A bid or proposal must be accompanied by a letter of credit from a financial institution in an amount equal to 5 percent of the estimated cost of the work to be performed.

(vi) A bid or proposal must be accompanied by a certificate of insurance naming the state as an additional insured.

(vii) A bid or proposal must be accompanied by a certificate of insurance naming the state as an additional insured.

(viii) A bid or proposal must be accompanied by a certificate of insurance naming the state as an additional insured.

(ix) A bid or proposal must be accompanied by a certificate of insurance naming the state as an additional insured.

(x) A bid or proposal must be accompanied by a certificate of insurance naming the state as an additional insured.

(xi) A bid or proposal must be accompanied by a certificate of insurance naming the state as an additional insured.

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 agreed by TEXAS A&M. SUPPLIER agrees that it will not provide or make accessible to TEXAS A&M any export-controlled Materials to the extent that the Materials have export controlled nature to the Materials and obtaining from TEXAS A&M its written consent to accept such Materials as well as any specific instructions for delivering controlled Materials to TEXAS A&M. SUPPLIER agrees to obtain government approval or export 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 purposes of this section concerning SUPPLIER Access, Confidential Information is defined as information that must be protected from unauthorized disclosure or public release based on state or federal law or other legally binding agreement and may include but is not limited to the following: personally identifiable information (social security number and/or financial account numbers, student education records); intellectual property (as set forth in Section 51.914 of the Texas Education Code); and medical records. Mission Critical Information is information that is defined by TEXAS A&M to be essential to the continued performance of the mission of TEXAS A&M, the unavailability of which would result in consequences to TEXAS A&M.

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

16. ALTERNATIVE DISPUTE RESOLUTION [SUPPLIER] must use the dispute resolution process provided in Chapter 2260 of the Texas Government Code to attempt to resolve a dispute arising under this Agreement and is required to arbitrate any disputes in accordance with the Federal Arbitration Act. 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).

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 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 = 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: ____________________________ 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 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. *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 403.016, 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 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, 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)