**Event Summary - Mastersizer with a Hydro EV dispersion unit and one wet measurement cell.**

<table>
<thead>
<tr>
<th>Type</th>
<th>Invitation to Bid</th>
<th>Number</th>
<th>TAMU-ITB-0335</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>Work Group</td>
<td>TAMU</td>
</tr>
<tr>
<td>Exported on</td>
<td>4/18/2018</td>
<td>Exported by</td>
<td>Angelita Constancio</td>
</tr>
<tr>
<td>For Requisition</td>
<td>99911054</td>
<td>Created Document</td>
<td>101982831</td>
</tr>
<tr>
<td>Estimated Value</td>
<td>37,036.04 USD</td>
<td>Payment Terms</td>
<td>-</td>
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</table>

**Bid and Evaluation**

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

**Visibility and Communication**

Visible to Public  Yes

Enter a short description for this public event

*Mastersizer*

**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>3/22/2018 12:00 AM</td>
</tr>
<tr>
<td>Close</td>
<td>4/5/2018 2:00 PM</td>
</tr>
<tr>
<td>Sealed Until</td>
<td>4/5/2018 2:00 PM</td>
</tr>
<tr>
<td>Q&amp;A Close</td>
<td>4/4/2018 10:00 AM</td>
</tr>
</tbody>
</table>

Show Sealed Bid Open Date to Supplier
Description
Mastersizer
<table>
<thead>
<tr>
<th>Buyer Attachments</th>
<th>Bid Information</th>
<th>Additional Specifications for TAMU.pdf</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Information</td>
<td>Bid Information - TAMU-ITB-0335.pdf</td>
<td>..../Attachments/Bid Information - TAMU-ITB-0335.pdf</td>
</tr>
<tr>
<td>Additional Specifications</td>
<td></td>
<td>..../Attachments/Additional Specifications for TAMU.pdf</td>
</tr>
<tr>
<td>AggieBid Questions</td>
<td>AggieBid Questionnaire.pdf</td>
<td>..../Attachments/AggieBid Questionnaire.pdf</td>
</tr>
<tr>
<td>Terms &amp; Conditions</td>
<td>Terms and Conditions - Updated.pdf</td>
<td>..../Attachments/Terms and Conditions - Updated.pdf</td>
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</tbody>
</table>
## 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><strong>MAZ8140 Mastersizer 3000E</strong></td>
<td>1</td>
<td>EA - Each</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td></td>
<td>41100000 - Laboratory and scientific equipment</td>
<td>5751 &lt;$5k, 8422 / MAZ8140 Mastersizer 3000E with a Hydro EV dispersion unit and one wet measurement cell. Chemical compatibility code B.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>P1.2</td>
<td><strong>Diffraction system</strong></td>
<td>1</td>
<td>EA - Each</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td></td>
<td>41100000 - Laboratory and scientific equipment</td>
<td>5751 &lt;$5k, 8422 / #MAZ3010 Diffraction system Mastersize 3000E entry-level laser diffraction system, providing the ability to measure over a range from 0.1 - 1000 microns using a single lens. (See attachment for additional information)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>P1.3</td>
<td><strong>HYDRO EV</strong></td>
<td>1</td>
<td>EA - Each</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td></td>
<td>41100000 - Laboratory and scientific equipment</td>
<td>5751 &lt;$5k, 8422 / #MAZ3400 HYDRO EV exchangeable volume liquid sample dispersion unit, for use with standard 600ml or 1000ml laboratory beakers. Designed for applications where the measurement of larger sample volumes if possible or where very polydisperse materials need to be characterised. (See attachment for additional information)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>P1.4</td>
<td><strong>STANDARD AUTO LOCKING WET MEASUREMENT CELL CASSETTE</strong></td>
<td>1</td>
<td>EA - Each</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td></td>
<td>41100000 - Laboratory and scientific equipment</td>
<td>5751 &lt;$5k, 8422 / STANDARD AUTO LOCKING WET MEASUREMENT CELL CASSETTE for the Mastersizer 3000 laser diffraction system. Cell type is automatically recognised by the software when the cell is placed into the optical bench. A unique window locking mechanism enables rapid cleaning of the cell following measurements, without the need for additional tools. This cell should work within any Mastersizer 3000 wet dispersion unit. Chemical compatibility code B.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>P1.5</td>
<td><strong>PAIR OF ANIT REFLECTION COATED WINDOWS</strong></td>
<td>1</td>
<td>EA - Each</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td></td>
<td>41100000 - Laboratory and scientific equipment</td>
<td>5751 &lt;$5k, 8422 / #MAZ2011 PAIR OF ANIT REFLECTION COATED WINDOWS and Viton window seals for the Mastersizer 3000 wet measurement cell (MAZ2010 or MAZ2020) Chemical Compatibility code B.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Freight Charges to be FOB Destination, Texas A&amp;M University - College Station, Texas 77843-4352...</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>P1.6</td>
<td><strong>A&amp;M University</strong></td>
<td>1</td>
<td>EA - Each</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td></td>
<td>41100000 - Laboratory and scientific equipment</td>
<td>5751 &lt;$5k, 8422 / Freight Charges to be FOB Destination, Texas A&amp;M University - College Station, Texas 77843-4352. All equipment must be fully insured against loss and damage during shipping.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Service Line Items

There are no Items added to this event.
2. MAZ3010
Mastersizer 3000E entry-level laser diffraction system, providing the ability to measure over a range from 0.1 – 1000 microns using a single lens.

The system’s 690mm long optical bench includes a Helium Neon red laser (633nm, Max 4mW) and a wide angle forward-scatter detection system (0.0316 – 60 degrees) which provides consistent resolution across the measurement range. Auto-locking measurement cell cassettes enable rapid the change-over of dispersion units, and also ensure that maintenance tasks, such as cell cleaning, are simply achieved.

Includes a Basic version of the Mastersizer 3000 software, providing a user-friendly interface for measurement control and data analysis. Includes the ability to automate measurements using SOPs, along with a report designer which allows user-specified parameters and size distribution graphs to be selected for viewing and printing. The Malvern Access Configurator application is also provided, allowing system administrators to set up users with different access rights. Provided within a software license which enables operation on one computer system.

Class 1 laser product.

3. MAZ3400
Hydro EV exchangeable volume liquid sample dispersion unit, for use with standard 600ml or 1000ml laboratory beakers. Designed for application where the measurement of larger sample volumes is possible, or where very polydisperse materials need to be characterized. The high chemical compatibility of the unit ensures a wide range of dispersants can be used, providing a broad scope of application.

Direct software control of variable power in-line sonication (Nominal: 40W at 40kHz), sample pumping/stirring (max flow rate 1.7/l/min) is provided. Full automation of sample dispersion is possible using software-based SOPs.

Flow path is constructed of 316 stainless steel, borosilicate glass, PTFE, PEEK, FEP, Tygon tubing.

Requires, but does not include, a wet measurement cell such as MAZ2010 or MAZ2020. Chemical compatibility code A as standard. Maximum measurable particle size is 2100 microns (sample dependant) when used with the Mastersizer 3000.
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//
Texas A&M University is seeking bids to provide a Mastersizer for the Department of Anthropology per the terms, conditions, and specifications herein and for AggieBid TAMU-ITB-0335.

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](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 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.

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

1.3 Bids should be submitted on this form. Each bid that is mailed should be placed in a separate envelope completely and properly identified. Instructions on page 1, top center. Bids must be received by 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 Agromony 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. SUPPLIER ID Number is the seven number assigned and used by the Comptroller of Public Accounts of Texas. Enter this number in the spaces provided on page 1 (upper right) if it is not printed. If this number is not known, complete the following: 1. Enter your Federal Employer Identification Number. 2. 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(6) (check any that are applicable)
   - Products of persons with mental or physical disabilities ( )
   - Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel ( )
   - Energy efficient products ( )
   - Rubberized asphalt paving material ( )
   - Recycled motor oil and lubricants ( )
   - Products produced at facilities located on formerly contaminated property ( )
   - Products and services from economically depressed or blighted areas ( )

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

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

2. SPECIFICATIONS

Any 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, bid should show manufacturer, brand or trade name, and other description of the product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the bid. If bidder takes an exception to specifications or reference data in his or her bid, bidder will be required to furnish brand names, numbers, etc., as specified in the Invitation for Bid (IFB).

2.1 All items shall be new and unused, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in IFB. Original 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 tie bids, the award will be made in accordance with Rule 1 TAC Section 113.6 (6) (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 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 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 an 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 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 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 such line of business.

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. F.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. § 37a, 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 response to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.
(b) [SUPPLIER] is required to 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 to the term "public information" in 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 2261.235(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 payments from state funds under a contract to provide property, materials, services, or grant,
(b) A state-funded grant or loan.

*(a) - 1) A child support obligor who is more than six months 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 stating that the obligor is current on the obligor's child support payments;
   (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.
   (b) A child support obligor or business entity ineligible to receive payments under Subsection (a) or a child support obligor ineligible to receive payments under Subsection (a) 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 obligation

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 or any export controlled Materials, except as may be specifically agreed by TEXAS A&M and agrees to provide all 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 availability 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, or upon request by SUPPLIER, SUPPLIER agrees to return all TEXAS A&M Information, or agrees 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 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) 862-8000 | Email: tspcinfo@tamu.edu.

The designated contact for SUPPLIER shall be [Name] (include email address and phone number). Should the designated contact or 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 (979) 843-8300]. 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 (cioo@tamu.edu).

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.
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  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: ____________________________________________

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

Address: _________________________________________________________________

City: __________________________________ State: __________________________

Address: _________________________________________________________________

City: __________________________________ State: __________________________

Zip: ____________________________

Certification: Under Penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt 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, reversals 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 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)