## Event Summary - Cryostat

<table>
<thead>
<tr>
<th>Type</th>
<th>Invitation to Bid</th>
<th>Number</th>
<th>TAMU-ITB-0370</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>4/23/2018</td>
<td>Exported by</td>
<td>Angelita Constancio</td>
</tr>
<tr>
<td>For Requisition</td>
<td>101625049</td>
<td>Created Document</td>
<td>102229436</td>
</tr>
<tr>
<td>Estimated Value</td>
<td>25,895.54 USD</td>
<td>Payment Terms</td>
<td>-</td>
</tr>
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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>
</tbody>
</table>

### Alternate Items

No

### Visibility and Communication

Visible to Public Yes

Enter a short description for this public event

*Cryostat*

### Commodity Codes

None Added

### Event Dates

<table>
<thead>
<tr>
<th>Time Zone</th>
<th>Released</th>
<th>Open</th>
<th>Close</th>
<th>Sealed Until</th>
<th>Q&amp;A Close</th>
</tr>
</thead>
<tbody>
<tr>
<td>CDT</td>
<td></td>
<td>4/11/2018 12:00 AM</td>
<td>4/17/2018 2:00 PM</td>
<td>4/17/2018 2:00 PM</td>
<td>4/16/2018 10:00 AM</td>
</tr>
</tbody>
</table>

Show Sealed Bid Open Date to Supplier
Description
Cryostat
<table>
<thead>
<tr>
<th>Buyer Attachments</th>
<th>Bid Information</th>
<th>TAMU-ITB-0370 Specifications.pdf</th>
<th>TAMU-ITB-0370.pdf</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Information</td>
<td>TAMU-ITB-0370 Specifications.pdf</td>
<td>TAMU-ITB-0370.pdf</td>
<td></td>
</tr>
<tr>
<td>AggieBid Questionnaire.pdf</td>
<td>AggieBid Questionnaire.pdf</td>
<td>TAMU-ITB-0370.pdf</td>
<td></td>
</tr>
<tr>
<td>Terms and Conditions - Updated.pdf</td>
<td>Terms and Conditions - Updated.pdf</td>
<td>TAMU-ITB-0370.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>Leica CM1860 Cryostat for Clinical Applications AgProtect TM silver surface coating Stepper motor ...</td>
<td>1</td>
<td>EA - Each</td>
<td></td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>41103003 - Cryostats</td>
<td>5751 &lt;$5k, 8422 / Leica CM1860 Cryostat for Clinical Applications AgProtect TM silver surface coating Stepper motor control Well organized work space Leica CM1860 Configuration 120V/60Hz AgProtect TM nanosilver coating with Peltier cooling system,</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>P1.2</td>
<td>Power Cord USA/Japan NEMA5-20A-C19</td>
<td>1</td>
<td>EA - Each</td>
<td></td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>26121636 - Power cord</td>
<td>4075 / Power Cord USA/Japan NEMA5-20A-C19</td>
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<tr>
<td>P1.3</td>
<td>Heat extractor for quick freeze station stationary (fixed version)</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 / Heat extractor for quick freeze station stationary (fixed version)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>P1.4</td>
<td>Stabilizer for heat extractor</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 / Stabilizer for heat extractor</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>P1.5</td>
<td>Estimated-Freight and handling charges: Ground transport + whiteglove service. All equipment must ...</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 / Estimated-Freight and handling charges: Ground transport + whiteglove service. All equipment must be fully insured against loss and damage during shipping. FOB Destination, Texas A&amp;M University - College Station, Texas 77843-3474.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Service Line Items

There are no Items added to this event.
AggieBid TAMU-ITB-0370

Texas A&M University is seeking bids to provide a Cryostat for the Department of Chemistry per the terms, conditions, and specifications herein and for AggieBid TAMU-ITB-0370.

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 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 the 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.
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/
- Leica CM 1860 Cryostat for Clinical Applications
- AgProtect TM silver surface coating
- Stepper motor control
- Well organized work space

1. Leica CM1860 – Configuration USA

Leica CM1860 Configuration - 120 V/60 Hz AgProtectTM nanosilver coating with Peltier cooling system, specimen retraction that can be deactivated, and Premium blade holder for high and low profile disposable blades.

Instrument features:
- Freestanding cryostat with encapsulated, splash-proof microtome.
- Spacious, stainless-steel cryochamber with antiglare illumination.
- Easy to clean and disinfect.
- Heated, removable sliding window.
- Stable, self-contained cryocabinet on casters.
- Collection container for condensing water at front of instrument.
- Outer surfaces and controls of instrument coated with AgProtectTM nanosilver coating to reduce risk of infection.
- Handwheel may be locked in two positions.
- Easy-to-handle and stable clamping system for clamping the specimen discs.
- 8° XYZ specimen orientation with zero point reference.
- Specimen retraction, (20 µm), can be switched off.

Cryochamber temperature selection from 0 °C to -35 °C, adjustable in 1K increments at ambient temperature of 20 °C.

Easy-to-lean, actively cooled specimen preparation zone with quick-freezing shelf for up 8 specimens (maximum temperature -42 °C).

2 Peltier element freezing stations (17 K temperature difference to the quick-freezing shelf when the chamber temperature is -35 °C).

Cryochamber may be defrosted automatically or via automatic hot-gas defrosting once every 24 hours.

The cycle may be programmed in 15-minute increments. Defrosting cycle: 12 minutes.

Cryochamber and quick-freezing shelf with integrated Peltier elements can be defrosted manually and are equipped with an acoustic warning signal to prevent unintentional defrosting.
Manual defrost cycle for chamber and quick-freezing shelf: 12 minutes.

Low-maintenance microtome with cross roller guides.
Reproducible, high-quality thin sections via stepper motor specimen feed.
Section thickness selection from outside the cryochamber.

Sectioning thickness range: 1-100 μm
selectable in 0.5 μm increments from 1-5 μm
selectable in 1 μm increments from 5-20 μm
selectable in 5 μm increments from 20-60 μm
selectable in 10 μm increments from 60-100 μm

Total vertical specimen stroke: 59 mm
Total horizontal specimen feed: 25
Motorized coarse feed in 2 speeds: slow is max. 600 μm/s and fast in min. 900 μm/s.
Step function: 20 μm each time the key is pressed at slow coarse feed speed.
Control panel with foil-protected buttons and locking function.
Self-explanatory symbols for all essential functions and displays.
LED display for cryochamber temperature, actual time, defrost time, and section thickness selection.
Visual indication of specimen stop positions (front/home).
Manufactured in compliance with c-CSA-US and CE standards.

Technical Data:
Mains power supply: 120V/60 Hz
Admissions: CE, UL, c-UL, VDE, c-CSA-US
Dimensions and weight:
Dimensions (W x D x H): 730 x 730 x 1140 mm
Dimensions (W x D x H): 28.74 x 28.74 x 44.88 inches
Weight: 135 kg – 297.36 lbs

All specifications related to temperature are valid for a room temperature of up to 22 °C
and a relative air humidity of 60 %.

Note:
This configuration comes with the Premium blade holder for high and low profile disposable blades.

Standard delivery with Peltier cooling system and Premium blade holder includes:

1 Basic instrument, 120 V/60 Hz, with Peltier (14 0491 46884)
1 Handwheel with marking, antibacterial (14 0477 41346)
1 Set of specimen discs (14 0470 43550)

- 4 Specimen discs, 25 mm (14 0416 19275)
- 4 Specimen discs, 30 mm (14 0370 08587) 1
  Section waste tray (14 0471 30787) 1 Storage
  Shelf, right (14 0491 46599) 1 Storage shelf, left
  (14 0491 06598) 1 Brush shelf (14 0491 46984) 1
Cover for freeze shelf (14 0491 46873) 1 Tool set (14 0436 43463):
- 1 Brush, fine (14 0183 28642)
- 1 Leica brush with magnet (14 0183 40426)
- 1 Allen key, size 1.5 (14 0222 10050)
- 1 Allen key, size 2.5 (14 0222 04137)
- 1 Allen key, size 3.0 (14 0222 04138)
- 1 Allen key, size 4.0 (14 0222 04139)
- 1 Allen key with spherical head, size 4.0 (14 0222 32131)
- 1 Allen key, size 5.0 (14 0222 04140)
- 1 Allen key with handle, size 5.0 (14 0194 04760)
- 1 Allen key, size 6.0 (14 0222 04141)
- 1 Single-head wrench, size 13 (14 0330 33149)
- 1 Single-head wrench, size 16 (14 0330 18595) 1
  Bottle of cryostat oil, 50 ml (14 0336 06098) 1
  Tissue freezing medium for cryosectioning, 125 ml (14 0201 08926) 1
  Pair of cut-resistant safety gloves, size M (14 0340 29011) 1
  Knife holder base universal (14 0491 47875) 1
  Premium blade holder for high and low profile disposable blades 1
  Instructions for use Leica Premium blade holder 1
  IFU-Bundle Leica CM1860/UV (14 0491 80001) 1
  consisting of:
  - 1 Instructions for use Leica CM1860/UV, printed, DE/EN 1
  - 1 CD including available languages 1
  - 1 IFU – language order 1

No: 149491860US

2. Power Cord USA/Japan NEMA5-20A – C19 1 ea

No: 14041149613

3. Heat extractor for quick freeze station stationary (fixed version) 1 ea

No: 14047130792

4. Stabilizer for heat extractor 1 ea

No: 14047130793

5. Estimated – Freight and Handling Charges: Ground Transport + whiteglove service 1 ea
ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF BID AND ANY SUBSEQUENT AWARD
ANY EXCEPTIONS THERETO MUST BE IN WRITING

1. BIDDING REQUIREMENTS

1.1 Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.

1.2 Pricing must be quoted on a "per unit" basis, extended as indicated. All 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 closed 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. Withhold return of any bid or delivery, 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 for that purpose). Failure to sign bid will be disqualified. Pertinent information should show title or authority to bind his or her firm in a contract. Firm name should appear on each page of a bid, in the block provided in the upper right hand corner. The SUPPLIER ID Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. 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 owners 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 bidding could cause rejection of bids by TEXAS A&M and/or investigation for antitrust violations.

1.13 Other preferences as defined in Rule 1 TAC 113.8 (check any that are applicable)

☐ Products of persons with mental or physical disabilities
☐ Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
☐ Energy efficient products
☐ Rubberized asphalt paving material
☐ Recycled motor oil and lubricants
☐ Products produced at facilities located on formerly contaminated property
☐ Products and services from economically depressed or blighted areas

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

1.15 Inquiries pertaining to 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. Any 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 113.5(b) (3) and 113.8 (Preferences).

4. DELIVERY

4.1 Bid should show number of days required to place material in receiving agency's designated location under normal conditions. Failure to state delivery time obligates SUPPLIER to complete delivery in 14 calendar days. Unreasonably short or long delivery promises may 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 any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.

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

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

6.4 Neither the bidder nor the firm, corporation, partnership or institution represented by the bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal Antitrust Laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

6.5 The bidder has not received compensation for participation in the preparation of the specifications for this IFB.

6.6 The SUPPLIER shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, from any acts or omissions of SUPPLIER or any agent, employee, subcontractor, or SUPPLIER of SUPPLIER in the execution or performance of this purchase order.

6.7 Bidder agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

6.8 Bidder certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies, bidder will complete the following information in order for the bid to be evaluated:

Name of Former Executive:
Name of State Agency:
Date of Separation from State Agency:
Position with Bidder:
Date of Employment with Bidder:

6.9 Bidder agrees to comply with Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.

6.10 Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract awarded.

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 face of this bid form.

WARNING: SUCH TERMS AND CONDITIONS MAY RESULT IN DISQUALIFICATION OF THE BID. (E.g. BIDS WITH THE LAWS OF A STATE OTHER THAN TEXAS, REQUIREMENTS FOR PREPAYMENT, LIMITATIONS ON REMEDIES, ETC.)
8. AWARD OF CONTRACT - A response to an IFB is an offer to contract with TEXAS A&M based upon the terms, conditions and specifications contained in the IFB. Bids do not become contracts until they are accepted and an authorized purchase order is issued. The contract shall be governed, construed and interpreted under the laws of the State of Texas.

9. PAYMENT - SUPPLIER shall submit one copy of an itemized invoice showing order number and agency purchase order number. TEXAS A&M will incur no penalty for late payment if the invoice is received within 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 arises under the antitrust laws of the United States 15 U.S.C. A. Section 1, et seq. (1973), and which arise under the antitrust laws of the State of Texas, TEX. 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 responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.
(b) Unless TEXAS A&M’s written request, [SUPPLIER] will provide specific public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under chapter 552, Texas Government Code, to TEXAS A&M in a non-proprietary format acceptable to TEXAS A&M. As used in this provision, “public information” has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which TEXAS A&M has a right of access.
(c) [SUPPLIER] acknowledges that TEXAS A&M may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(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:
   (1) receive payments from state funds under a contract to provide property, materials, or;
   (2) receive a state-funded grant or loan.
   (b) A child support obligor who is more than six months delinquent in paying child support is not eligible to receive student financial assistance paid directly to the obligor by the comptroller. This subsection does not apply to an obligor who submits to the comptroller:
      (1) a sworn affidavit from the obligor or obligee 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.
   (c) 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-1) remains ineligible until:
      (1) all arrearages have been paid;
      (2) the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency;
      (3) the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) as part of a court-supervised effort to improve earnings and child support payments;
      (4) the state, county or city for business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
   (d) If a state agency determines that an individual or business entity holding a state contract is ineligible to receive payment under Subsection (a), the contract may be terminated.
   (e) If the certificate required under Subsection (d) is shown to be false, the SUPPLIER is liable to the state for attorney’s fees, the costs necessary to complete the contract, including the cost of advertising and awarding a second contract, and any other damages provided by law or contract.
   (f) This section does not create a cause of action to contest a bid or award of a state grant, loan, or contract. This section does not impose a duty on the Title IV-D agency to collect information from the comptroller to send to a state agency to verify a payment to a business entity. The Title IV-D agency and other affected agencies are encouraged to develop a system in which the Title IV-D agency may identify a business entity that is ineligible to receive a state payment under Subsection (a) and to ensure that a state payment to the entity is not made. This system should be implemented using existing funds and only if the Title IV-D agency, comptroller, and other affected agencies determine that it will be cost-effective.

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 (ITA) 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 exported controlled materials without first informing Texas A&M of the 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 notify the government approval for 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 I, Chapter 2102, §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 identification numbers), 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 the 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 performances of 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 diverted 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 College Station, TX 77843-4190, Email: .

The designated contact for SUPPLIER shall be: (include email address and phone number). Should the designated contact for either party need to be changed, the new contact information shall be updated and provided to the respective parties within 24 hours of any staff changes. Should SUPPLIER have a need to access TEXAS A&M Information, that request shall be directed to TEXAS A&M’s designated contact. Further, SUPPLIER is responsible for reporting all security breaches directly to TEXAS A&M. TEXAS A&M’s designated contact for breaches shall be Help Desk Central (helpdesk@tamu.edu or (979) 845-8300). Help Desk Central can be contacted 24/7. Security breach investigation reports shall be provided to the designated contact for TEXAS A&M and Texas A&M’s Chief Information Security Officer (cio@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 207, Texas Civil Practice and Remedies Code. [SUPPLIER] must submit written notice of a claim of breach of contract to the Chief Financial Officer, TEXAS A&M ENGINEERING EXTENSION SERVICE.
THE TEXAS A&M UNIVERSITY SYSTEM

Substitute W9 & Vendor Direct Deposit Form

For TAMUS Only: Aggie Buy: 02-Texas A&M University

Concur: No Funds: Local

Payee Information: Transaction Type: New Vendor

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

Taxpayer ID #: ____________________________ or ____________________________

Federal Tax 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: ____________________________ Address: ____________________________

______________________________________ ____________________________

City: ____________________________ State: ____________________________ Zip: ____________________________

City: ____________________________ State: ____________________________

Certification: Under Penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt form backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a Failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a US Citizen or other US person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct

Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you failed to report all interest & dividends on your tax return. For real estate transactions, item 2 does not apply.

Direct Deposit Setup Information: Please fill out all fields to receive direct deposit. *All fields must be completed

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

New Setup Account Info
Bank Name: ____________________________

Routing Number: ____________________________ Account Number: ____________________________

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

Routing Number: ____________________________ Account Number: ____________________________

Email for ACH Notification:
______________________________

Pursuant to Section 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, or 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](https://www.tamu.edu).  

_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.

_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)