DIVISION OF FINANCE
Procurement Services

Date: May 9, 2019

To: Stacie Arms
TAMU - Galveston

From: Marla Young
Procurement Services

**Return this sheet only with recommendations by May 13, 2019.**
Fax information to 979-862-3383 or e-mail to meyoung@tamu.edu.

Attached are the results from our recent Invitation for Bid TAMUG-ITB-1243 (PR117299469) for Sirovic Acoustic Equipment.

It appears that an award may be made to Innovasea Marine Systems Canada based upon the “Best Value Criteria” as specified on the Invitation for Bid. Please review the attached tab sheet, all bids, literature, and provide your recommendation for award.

If you do not agree with this analysis, provide your recommendation below to include justification for the recommendation based upon the specifications and best value criteria outlined in the bid. All vendors not meeting the criteria must be disqualified on an individual basis until the vendor that meets the requirements as written is identified.

Please fill out and sign below as indicated and return to e-mail address or fax to 979-862-3383. An award cannot be made until your approval is received.

If you have questions, please call me at 979-845-2139.

☐ Award to vendor as indicated above.

☐ Award to another vendor as indicated, based on the criteria outlined below

☐ Do not award to any vendor based on the reasons outlined below. (indicate rebid or cancellation of request)

Explanation for option selected: ____________________________

[Signature]

[Phone] 409 740-4421 [Date] 5/19/19

P.O. Box 30013
1477 TAMU
College Station, TX 77842-3013

Tel. 979.845.4570 Fax. 979.845.3800
http://purchasing.tamu.edu
Award Scenario for Sirovic Acoustic Equipment

<table>
<thead>
<tr>
<th>Scenario Award Actions</th>
<th>INNOVASEA MARINE SYSTEMS CANADA INC</th>
</tr>
</thead>
</table>

- **Response Notes**
  - 1000 characters remaining

- **Total Bid**
  - 29,459.00 USD

- **Product Line Items**
  - 29,459.00 USD

- **Questions**
Response from INNOVASEA MARINE SYSTEMS CANADA INC

Questions

1.1 Payment Terms - Quote payment terms - Net 30 - Upon receipt and acceptance. If quoting as specified, type "Agreed" in the required field. If quoting otherwise, indicate here-in.

Agreed

1.2 F.O.B. Terms - Quote F.O.B. Destination Freight Prepaid and Allowed. If quoting as specified, type "Agreed" in the required field. If quoting otherwise, indicate here-in.

Net 30

1.3 Delivery Terms - Indicate the delivery time, upon receipt of the purchase order.

20-30 days & 5-10 days / ARO

1.4 Provide vendor contact information i.e. vendor name; vendor phone number; vendor email.

Tristan Norman tristan.norman@vemco.com 902-450-1700 ext. 325

1.5 If your company has never done business with Texas A&M University, a W-9 will be required prior to any award if the department should choose to award to your company. Have you completed your W-9 and attached with your bid response? Yes or No.

Yes
Detailed Bid Specifications
Reference: TAMUG-ITB-1243
Sirovic Acoustic Equipment

<table>
<thead>
<tr>
<th>Item #</th>
<th>Item &amp; Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Extension</th>
<th>Delivery (Days)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Texas A&amp;M University, Galveston, TX is seeking bids for Sirovic Acoustic Equipment meeting the following terms, conditions and specifications as listed below.</td>
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<td><strong>Award Criteria:</strong></td>
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<td>The award shall be made based on the following “Best Value Criteria”. Texas A&amp;M University reserves the right to consider the following and any other factors deemed necessary to evaluate the offer and determine the “Best Value” for the University.</td>
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<td>- Vendor’s ability to meet the minimum specifications</td>
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<td></td>
<td>- The acquisition price</td>
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<td></td>
<td>- Delivery requirement after the receipt of the purchase order.</td>
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<td></td>
<td>- Experience/past experience with vendor</td>
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<td></td>
<td>- The quality; availability of services offered to required application</td>
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<tr>
<td></td>
<td>Texas A&amp;M University reserves the right to make the decision as to what products best meets the minimum specifications and which products best suits the needs of the University. Texas A&amp;M University decision is final.</td>
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<tr>
<td></td>
<td>Texas A&amp;M University reserves the right to accept or reject any or all bids, to waive informalities and technicalities, to accept the offer considered to be the most advantageous to the University.</td>
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</tbody>
</table>

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**Attention Bidders**
Texas A&M, Procurement Services is transitioning to an E-commerce system for all invitation for bids and purchase orders. We are asking all vendors to take a few moments and register as one of our vendors. This will allow you to respond to our bid invitations electronically as well as view other bid opportunities.
Please visit the following website to register:

If you have any questions in reference to registrations, please contact us at 979-845-2325.

******************************************************************************

All invitation for bid documents not submitted electronically via the AggieBid system will only be accepted via the following methods:
<table>
<thead>
<tr>
<th>Item #</th>
<th>Item &amp; Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Extension</th>
<th>Delivery (Days)</th>
</tr>
</thead>
</table>
| 1      | ASCENT AR – Acoustic Release for remote equipment recovery.  
  - User configurable sensor logging  
  - Release Battery: 4V Lithium AA cell battery included  
  - Max deployment length: 28 months  
  - Max deployment depth: 500m  
  - Safe working load: 250 lbs. | 5   | EA   | $4,075.00 | $20,375.00 | 20-30 days (Standard) |
| 2      | VR100 - 8 Channel DSP Manual Tracking Acoustic Receiver.  
  ** VR100 is only warranted and supported for use with Venco Transmitters. | 1   | EA   | $6,325.00 | $6,325.00 | 20-30 days (Standard) |
| 3      | VHTx 69kHz Transponding Hydrophone 25 meter waterproof cable. | 1   | EA   | $2,330.00 | $2,330.00 | 20-30 days (Standard) |
| 4      | Release Lug for Acoustic Release Receiver. | 5   | EA   | $48.00 | $240.00 | 5-10 days |
| 5      | Shipping and Handling. | 1   | LOT  | $189.00 | $189.00 | |
|        | ** TOTAL **       |     |      |           |           | $29,459.00 |

Bidder: Innovasea Marine Systems Canada Inc.  
Richard Vallee / Vice President - Sales  
May 8, 2019
April 18, 2019

Dear Ana,

Thank you for your interest in Vemco equipment. Attached is a quote I have prepared for you to review.

Sincerely yours,

Tristan Norman ext 325
VEMCO Sales Representative
**QUOTATION**

*Please reference this number: QUOTE #: Q-00434*

**DATE:** 18/04/2019  
**SALESPERSON:** Tristan Norman ext 325  
**CUSTOMER:** U-TAM03  
**CONTACT:** Ana Sirovic

**QUOTATION TO:**  
TEXAS A&M UNIVERSITY  
AT GALVESTON ATTN: ACCOUNTS PAYABLE  
PO BOX 1675  
GALVESTON, TX 7751675  
USA

**SHIP TO:**  
TEXAS A&M UNIVERSITY GALVESTON  
BUILDING 3029 Rm 248  
GALVESTON, TX 7751675  
USA  
ATTN: Ana Sirovic  
TEL: 1-409-740-4847  
asirovic@tamu.edu

<table>
<thead>
<tr>
<th>Item</th>
<th>DESCRIPTION</th>
<th>QUANTITY ORDERED</th>
<th>UNIT PRICE</th>
<th>UNIT TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ASCENT AR - Acoustic Release for remote equipment recovery. User configurable sensor logging. Battery: D-Cell Lithium Metal Tadran 5930/F NOT included. Release Battery: 4V Lithium AA cell battery included. Max deployment length 28 months. Max Deployment Depth 500m. Safe working load 250lbs.</td>
<td>5.00</td>
<td>$4,075.00</td>
<td>$20,375.00</td>
</tr>
<tr>
<td>2</td>
<td>VR100 - 8 Channel DSP Manual Tracking Acoustic Receiver. Audio headphone NOT included. VR100 IS ONLY WARRANTED AND SUPPORTED FOR USE WITH VEMCO TRANSMITTERS.</td>
<td>1.00</td>
<td>$6,325.00</td>
<td>$6,325.00</td>
</tr>
<tr>
<td>3</td>
<td>VHTx 69kHz Transponding Hydrophone 25 meter waterproof cable</td>
<td>1.00</td>
<td>$2,330.00</td>
<td>$2,330.00</td>
</tr>
<tr>
<td>4</td>
<td>Release Lug for Acoustic Release Receiver</td>
<td>5.00</td>
<td>$48.00</td>
<td>$240.00</td>
</tr>
</tbody>
</table>

**REMARKS:**  
Manufactured in Canada  
Commodity Code: 9015.80.10.20  
Oceanographic Research Instruments  
Canadian Business Number: 892153032  
EIN No.: 98-0456934(USA)  
DUNS No.: 203748223  
CAGE CODE (CCR): L3480

**Subtotal** $29,270.00  
**Shipping and Handling** $189.00  
**Grand Total** $29,459.00  
**Currency** USD

**NOTE:**  
(1) Freight is an estimate only and will be adjusted on the invoice at time of shipping.  
(2) Prices do not include any applicable Taxes, Duty, Bank Charges or 3rd party procurement processing fees.  
(3) Standard delivery for transmitter and receiver orders is 4 to 6 weeks ARO.  
(4) Prices in effect for 30 days after quote date: 18/05/2019  
(5) To avoid delays, your Tax ID number is required for customs clearance.

**Original**  
**THANK YOU**
InnovaSea Marine Systems Canada Inc.

Statement of Limited Warranty

InnovaSea Marine Systems Canada Inc., doing business under its trade name VEMCO, provides a one (1) year warranty period for the Product from date of shipment. VEMCO warrants that on the date of shipment all Products manufactured by VEMCO are free from defects in material and workmanship under normal use and service. This warranty applies to the components necessary for equipment upgrades, i.e. the VR1/VR2 to VR2G upgrade. With respect to transmitter products, while VEMCO is able to predict battery life with some certainty, VEMCO cannot guarantee that these Products will remain functional while submerged for extended periods of time. This warranty does not apply to:

a) any equipment, materials, or design supplied by Buyer or a third party.
b) m-battery service provided by VEMCO
c) Products for which VEMCO has not received payment.d) problems that result from: external causes such as accident, abuse, misuse; servicing not authorized by VEMCO; usage not in accordance with Product instructions; failure to follow the Product instructions or failure to perform preventative maintenance; usage of accessories, parts or components not supplied by VEMCO.
e) normal wear and tear and the need for regular maintenance.

This warranty shall survive delivery only on the conditions and subject to the limitations set forth below.

Warranty and Notice Periods

To receive a warranty remedy for a Product, Buyer must contact VEMCO’s Customer Support Department during the warranty period to receive the Return Material Authorization (RMA) instructions. Each Defective Product referred for warranty remedy must be shipped at the Buyer’s expense according to the RMA instructions and must include reasonable proof that the claimed defect is due to a matter embraced within the warranty set forth above and that such defect did not result from any act or omission of Buyer, including but not limited to any failure to operate and maintain the Product in accordance with VEMCO’s applicable written instructions.

Remedy

VEMCO’s liability, and the Buyer’s exclusive remedy under this warranty, as to a defect in material or workmanship, is limited to the repair of such defect in the accessory, equipment or part in which the defect appears or, at VEMCO’s option, to the replacement of such accessory, equipment or part with a similar item free from defect. As to any item repaired by VEMCO or furnished as a replacement by VEMCO, VEMCO’s liability and the Buyer’s exclusive remedy to the repair or replacement of such item for any further defect in material or workmanship, provided VEMCO receives written notice at Halifax, Nova Scotia, of such further defect from BUYER within ninety (90) days after the repaired or replaced item is shipped to BUYER and provided that BUYER returns same to VEMCO as provided under “Warranty and Notice Periods”.

Returned Items

All repairs, replacements and corrections described above shall be performed by VEMCO at its plant at Halifax, Nova Scotia, or at such other place as may be mutually agreeable, and with reasonable care and dispatch in order that the Product, accessory, equipment or part shall not be kept out of service longer than necessary. Return to BUYER of a repaired, replacement, or corrected accessory, equipment, part or Product shall be at VEMCO’s expense. Title to and risk of loss of the Product, accessory, equipment, or part returned to VEMCO pursuant hereto shall at all times remain with the BUYER, except that title to a returned accessory, equipment, part, or Product shall pass to VEMCO concurrently with shipment to BUYER of any item furnished by VEMCO to BUYER as a replacement therefor. VEMCO shall have only such responsibility for any Product, accessory, equipment, or part owned by the BUYER and in the possession of VEMCO as is chargeable by law to a bailee for hire, but shall not be chargeable for loss of use thereof.

DISCLAIMER AND RELEASE

THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF VEMCO AND THE REMEDIES OF BUYER SET FORTH HEREIN ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND BUYER HEREBY WAIVES AND RENOUNCES, ALL OTHER WARRANTIES AND OBLIGATIONS OF VEMCO AND ANY ASSIGNEE OF VEMCO AND ALL RIGHTS, CLAIMS AND REMEDIES OF BUYER AGAINST VEMCO, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NON-PERFORMANCE OR DEFECT IN THE PRODUCT OR IN ANY OTHER THING DELIVERED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO: ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; ANY IMPLIED WARRANTY ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; ANY OBLIGATION, LIABILITY, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF VEMCO OR ANY ASSIGNEE OF VEMCO, ACTUAL OR IMPLIED; ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY FOR LOSS OF OR DAMAGE TO THE PRODUCT, FOR LOSS OF USE, REVENUE, OR PROFIT WITH RESPECT TO THE PRODUCT; OR FOR ANY OTHER DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; AND VEMCO MAKES NO REPRESENTATION THAT THE PRODUCT WILL NOT INFRINGE ANY PATENT OR OTHER RIGHTS OF ANY PERSON. BUYER AGREES TO INDEMNIFY VEMCO AND HOLD VEMCO HARMLESS FROM ANY AND ALL CLAIMS AND LIABILITIES WITH RESPECT TO SAME TOGETHER WITH ANY CLAIMS AND LIABILITIES WITH RESPECT TO ANY INFRINGEMENT OF ANY PATENT OR OTHER RIGHTS OF ANY PERSON ARISING AS A RESULT OF BUYER’S PRODUCTS, TECHNOLOGY, ACTIVITIES, OR OTHERWISE.

Quantity and Delivery

The delivery schedule and quantities to be delivered in the quotation are estimates and subject to change. VEMCO reserves the right to limit the quantity and/or configuration of any Product sold, or prohibit a sale altogether. With respect to data analysis and service, including but not limited to VPS, foreign ID analysis and investigations, ID verification, etc, VEMCO can only deliver service related to information provided/retrieved from VEMCO equipment. VEMCO will use commercially reasonable efforts to meet the delivery schedule, provided however, that VEMCO will not be liable under any circumstances for its failure to meet such delivery date(s). VEMCO will give Buyer reasonable notice that the delivery date and/or quantity to be delivered will change. All deliveries are FOB Halifax, Nova Scotia, Canada. Buyer may cancel this order in whole or in part, upon reasonable notice to VEMCO; however, Buyer shall pay VEMCO the Reasonable Cost it has documented as having been incurred in the performance of this order.

Grant of License

VEMCO grants to the Buyer a limited, personal license, with no right to sub-license, to use the Intellectual Property (“IP”) and Embedded Software in the manner set out in the Documentation. The Embedded Software and IP are not sold to Buyer. All property rights, including Intellectual Property Rights, remain with VEMCO. All rights related to the IP and/or Embedded Software not expressly licensed to the Buyer are reserved to VEMCO. BUYER shall not permit any person other than BUYER and its employees to use or make use of the Embedded Software and/or IP. BUYER shall not, and shall not permit any third party to, modify, adapt, translate reverse engineer, decompile, disassemble, or create derivative works based on the Embedded Software and/or IP. This license is assigned to the Product with which it is acquired the Embedded Software and/or IP. If the Product purchased is a Transmitter product, be advised that the license term is equal to the operational life.

Export

Products and associated materials supplied or licensed hereunder may be subject to various export laws and regulations. It is the responsibility of Buyer to comply with all such laws and regulations.

General Conditions

(a) These terms and conditions shall state the entire agreement between the parties and supersedes all prior communication, oral or written, between the parties relating to this Agreement. No amendment or modification of this Agreement shall be made except by an instrument in writing signed by both parties. If BUYER issues a purchase order or other document purporting to relate to this Agreement, such document shall be considered to be for BUYER’s internal use only, and the provisions contained therein shall not amend this Agreement except as may be expressly agreed by VEMCO in writing.

(b) Invoices not paid when due shall bear interest at the rate of 1% per 30 days of delinquency or fraction thereof, provided that if the amount of such late payment charge exceeds the maximum permitted by law for such charges, such charge shall be reduced to such maximum amount.

(c) Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of such party. Such acts shall include, but not be limited to, acts of God, fire, flood, earthquakes, riots, acts of war, epidemics, governmental regulations, direction or order of any court, or regulation, communication or power line failures, loss of data, strikes or walkouts or any inability to obtain materials, equipment or transportation.

Negotiated Agreement

It is fully understood by the parties that the price of the Product and other mutual agreements of the parties set forth in this agreement were arrived at in consideration of this warranty, SPECIFICALLY INCLUDING THE WAIVER, RELEASE AND RENUNCIATION BY BUYER SET FORTH ABOVE.
RE: Protecting the Integrity of Our Customers’ Research

Thank you for your interest in Vemco products. Established in 1979, Vemco is the sole source and manufacturer of Vemco acoustic telemetry equipment. As the world leader in acoustic telemetry products, we provide acoustic receivers for active and passive tracking, and miniature transmitters designed primarily for implantation in fish for scientists studying the migration and behaviour of marine and freshwater animals.

Honed over 30 years of research and development, the Vemco system is a proprietary system that consists of Vemco transmitters and Vemco receivers working together. Our coded transmitters and monitoring receivers use Vemco proprietary coding techniques that provide unique tag IDs to allow the interoperability of Vemco receiver arrays worldwide. In addition, encryption protecting the Vemco coding scheme is protected under Canadian copyright law as a Technological Protection Measure (TPM) and, as such, no one is permitted to circumvent the encryption or offer a service that is primarily for the purpose of circumventing the encryption. Any attempt to access Vemco’s coding scheme (for whatever purpose) is illegal. Vemco reserves all rights and remedies available to protect its intellectual property and the integrity of its system.

Integral to the Vemco system is the proprietary code database containing unique tag IDs that enable researchers to identify individual animals. To protect the integrity of our customers’ research data, we carefully manage this database to prevent the possibility of putting duplicate tag IDs in the water and to also ensure that tag parameters are chosen so as to not interfere with neighboring studies. Duplicate IDs would seriously compromise research data thereby jeopardizing study results.

Recently, we have become aware of a number of competing manufacturers who claim to have receivers and/or transmitters that are compatible with Vemco equipment. These manufacturers would have you believe that the Vemco acoustic telemetry system is based upon some form of open standard. It is not. The coding system and technology used by Vemco, was invented by Vemco and is the proprietary intellectual property of Vemco. These manufacturers have not worked with Vemco and are not privy to our technology. Thus their products are not compatible with Vemco products. Furthermore, we cannot comment on the performance of their equipment nor can we be assured that they will not interfere with the correct operation of Vemco equipment.

Of even greater concern to the research community is that the existence of knock-off tags increases the possibility of duplicate tag IDs being deployed thus jeopardizing thousands of existing studies. We consider this practice to be at the very least irresponsible. These manufacturers have copied our older coding systems for which all IDs have been completely used at least once. We are able to recycle some of the IDs through careful management of our ID database but with these knock-off tags the issue is becoming increasingly precarious. Some of these manufacturers claim to have a unique identifier that distinguishes their knock-off tags.
This claim is misleading and as the inventors and owners of this technology, we know that the only viable way to distinguish one animal from the next is through the use of unique IDs managed through the ID code database. We encourage researchers to avoid deploying knock-off tags for the sake of their research and that of their colleagues.

To facilitate growing and future studies we developed a new coding technology that is more robust, with stronger encryption and provides for vastly more unique IDs and sensor IDs. Referred to as Global tags, these are now being sold worldwide and can only be detected and decoded by Vemco equipment. This new advanced technology will also guarantee truly unique IDs and further protect the integrity our customers’ research.

In addition all support services that we offer, including study advice, data analysis, Vemco Positioning System (VPS) data analysis, false detection analysis, determining foreign ID tag ownership etc., can only be provided to users with datasets generated using the complete Vemco acoustic telemetry system as we are unable to validate nor analyze detection files from other manufacturers’ receivers or transmitters.

Finally due to concerns with privacy along with study integrity, Vemco cannot share details on tags with 3rd parties without the permission of the tag owner. This includes information required to complete VPS data analysis. In cases where we are asked to process VPS data for tags not owned by the researcher, we will require that the researcher first get permission from the tag owner.

As always, Vemco is committed to delivering the highest level of customer service and the most advanced equipment through our investment in ongoing research and development. If you have any questions regarding our products, please do not hesitate to contact us.

Sincerely,

Richard Vallee, PhD, MBA
VP Sales, Vemco
Dear Valued Customer:

**Your order is in US Currency.**

Following are the options offered for payment of your Vemco account:

**Cheque:**
Please make cheque out to: InnovaSea Marine Systems Canada Inc.

Mail to: InnovaSea Marine Systems Canada Inc.  
20 Angus Morton Drive  
Bedford, NS B4B 0L9

**Credit Card:**
We accept VISA and MasterCard.

If paying by Credit Card, please consider any daily spending limits which may impede the processing of your transaction. If the Credit Card transaction is declined, Amirix will request that a new credit card number be provided to complete the transaction.

**NOTE:** InnovaSea Marine Systems Canada Inc. does not retain Credit Card information on file.

**Wire Transfer & Direct Deposit Details:**
Please wire/deposit payment to our bank using the following details.  
Full amount of invoice is due. **DO NOT DEDUCT BANK FEES** associated with transaction.

Account Name: InnovaSea Marine Systems Canada Inc.

Bank Information: Canadian Imperial Bank of Commerce (CIBC)  
54 Dellridge Lane  
Bedford, NS Canada B4A 0H1

**WIRE:**  
SWIFT # CIBCCATT  
BRANCH OF ACCOUNT: CC001002003  
ACCOUNT # 0503916  
Remit Via: Wells Fargo Bank NA, NY USA  
(Intermediary Institution)  
SWIFT # PNBPUS3NNYC

**DIRECT DEPOSIT:**  
ACH ABA # 001002003  
ACCOUNT # 0503916

Please send email confirmation of payment to: accounting.dept@vemco.com

**NOTE:** Canada does not participate in the IBN system.  
Our equivalent is a combination of the Transit Number and Bank Code.  
Contact us for any clarifications or questions.