

# Invitation for Bid - TAMU-ITB-2201

## Texas A&M University - Procurement Services

### Bid Information

Bid Owner Jim Nelms, Buyer III  
 Email janelms@tamu.edu  
 Phone (979) 845-3819

Bid Number TAMU-ITB-2201  
 Title Master Order Pricing Agreement For Labor, Travel And Parts  
 Bid Type Invitation-to-Bid

### Supplier Information

Company Name \_\_\_\_\_  
 Contact Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone \_\_\_\_\_  
 Fax \_\_\_\_\_  
 Email \_\_\_\_\_

### Supplier Notes

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

### Bid Attributes

Please review the following and respond where necessary.

#	Name	Note	Response
1	ATTACHMENT A – SPECIFICATIONS, TERMS AND CONDITIONS	All attachments are an integral part of this Invitation for Bid and are incorporated as specifications, terms, and conditions by reference herein. All attachments are to be downloaded, reviewed, and filled out. Attachment A must be completed, signed and attached/uploaded to bidder's electronic response. ***FAILURE TO FILL OUT THE ATTACHMENT A AND RETURN IT WITH BID RESPONSE MAY RESULT IN DISQUALIFICATION OF RESPONSE.*** Please confirm you have filled out Attachment A and are returning it with your bid response by typing in this field "Acknowledged."	_____ (Required)

### Line Items

#	Qty	UOM	Description	Response
1	1	LOT	Grand Total price is to be entered here; however signed detailed pricing shall be completed on Attachment A. The Grand Total price shall include any and all discounts.	\$ _____

**Attachment A  
Bid: TAMU-ITB-2201**

**Destination of Goods:**  
Texas A&M University  
College Station, TX 77843

<b><u>BIDDER SIGN BELOW</u></b>	
<p>SUPPLIER NAME _____</p>	<p>AUTHORIZED SIGNATURE _____</p>
<p>ADDRESS _____</p>	<p>PRINT OR TYPE NAME _____</p>
<p>ADDRESS _____</p>	<p>TITLE _____ DATE _____</p>
<p>CITY _____ STATE _____ ZIP _____</p>	<p>PHONE _____ FAX _____</p>
<p>SUPPLIER ID NUMBER _____ (SEE INSTRUCTIONS 1.8 ON LAST PAGE FOR SUPPLIER ID NUMBER)</p>	<p>EMAIL _____</p>

**SCOPE OF SERVICE AGREEMENT**

Texas A&M University is seeking bids to result in master order pricing agreement for labor, travel and parts to repair the equipment listed herein belonging to Vet Med Teaching Hospital located on the campus of Texas A&M University, College Station, Texas for the period of September 1, 2020 through August 31, 2021.

Vendor shall begin all required services within twenty-four (24) hours after the service call has been placed.

All services, including parts, shall be approved by Texas A&M, Vet Med. Teaching Hospital prior to work being performed.

If subcontractor(s) are to be used in the execution of contract, Texas A&M shall be notified in advance and the subcontractor(s) shall conform to all specifications.

Quantity, time and mileage are *estimates only* and do not guarantee usage. Any hours or mileage not used by the end of the agreement term shall be cancelled.

Service shall be provided on an as-needed basis. Vendor will be notified when repairs or parts are required.

All repairs shall be warrantied for 90 days.

Vendor shall also use only new Original Equipment Manufacturer (OEM) parts when servicing units. Repairs must be performed by a trained and qualified technicians. Upon request, vendor shall supply three references and copies of any applicable certificates of completion of training as evidence of technician's qualifications. If subcontractor(s) are to be used in the execution of contract, Texas A&M shall be notified in advance and the subcontractor(s) shall conform to all specifications.

The principal period of service will be 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding University holidays.

Prices listed shall be firm for term of the agreement.

**TERM AND RENEWAL**

Master order agreement shall be from September 1, 2020 through August 31, 2021 with the option to renew the awarded agreement for an additional four (4) years, one (1) year at a time, if mutually agreed upon by both parties.



If the renewal option is exercised, the supplier may increase the contract prices to reflect increases in the cost of providing the products or services, however if there has been no increase in costs, supplier is expected to hold pricing. Additionally, should there be any decreases in costs, supplier is expected to pass those savings along to Texas A&M.

TEXAS A&M RESERVES THE RIGHT TO REJECT ANY PROPOSED CHANGES IN PRICING AND RE-BID THE AGREEMENT.

Suppliers must quote a price adjustment factor in terms of a maximum percentage increase for each renewal period. The percentage increase is not to exceed 3% per year. Any escalations will be based on the previous year's prices.

- FY21-Renewal 1 9/01/21 - 8/31/22 \_\_\_\_\_%
- FY22-Renewal 2 9/01/22 - 8/31/23: \_\_\_\_\_%
- FY23-Renewal 3 9/01/23 - 8/31/24: \_\_\_\_\_%
- FY24-Renewal 4 9/01/24 - 8/31/25: \_\_\_\_\_%

Escalation percent will be used in the bid evaluation for all optional renewals.

Failure by bidder to insert an escalation ceiling will result in NO escalation being allowed upon renewal.

**RESPONSE TIME**

Service providers shall give priority scheduling of request or service and shall begin all required services within twenty-four (24) hours after the service call has been placed..

Provide respond time in number of business hours after receipt service call request.

_____ hours
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**QUALIFIED TECHNICIANS**

Maintenance and/or repairs must be performed by a trained and qualified technician. Upon request, supplier shall supply three references and copies of any applicable certificates of completion of training as evidence of technician's qualifications. Service personnel are to be continuously trained on the latest instrument technology, product improvements, software and accessories.

**CONTRACT CONTACT**

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

**SERVICE CONTACT**

Supplier to indicate contact person, phone, fax or email where service requests are to be placed:

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

**ADDITION OR REMOVAL OF EQUIPMENT**

In the event equipment covered by the agreement becomes irreparable or is disposed of for other reasons, then Texas A&M University may cancel the maintenance agreement by providing a thirty (30) day written notice prior to the cancellation date. In the event of such termination, prorated reimbursement for remaining service that was prepaid will be due to Texas A&M University.

Texas A&M University reserves the right to add equipment from this service agreement any time by obtaining a quote from the Supplier. Supplier shall provide pro-rated quote or credit on any added or deleted equipment so that it aligns with Texas A&M's fiscal year which is September 1 through August 31. An updated purchase order will be sent to the supplier reflecting any changes in equipment covered.

**INSPECTIONS/CORRECTIONS**

If inspection is required prior to a supplier providing coverage, there shall be no charge to Texas A&M for the inspection

**SHIPPING TERMS**

If any parts require shipping, then the shipping shall be F.O.B. Destination, Freight prepaid and included in the cost.

If quoting prepaid and added to the invoice, then show best estimate of delivery cost. Texas A&M requests all shipping be F.O.B. Destination with supplier bearing responsibility for any shipping claims that might arise. All equipment must be fully insured against loss or damage during shipment.

**ADDITIONAL FEES/FUEL SURCHARGES**

Any and all additional fees or fuel surcharges that may apply or will apply to this agreement must be quoted here-in as they will not be approved after award. Any additional charges will be part of the evaluation.

NOTE: Failure to include any additional costs associated with the this agreement shall make those costs the responsibility of the supplier.

**PAYMENT TERMS**

Standard payment terms are Net 30 days following the receipt of goods or invoice. The VMTH requests payment terms that offers a discount for quick payment. For example, an offer of payment terms of Net 15 @ 2% would mean a 2% discount from the invoice total would be given if Texas A&M University paid the invoice within 15 days. If the invoice was not paid within 15 days, the full amount of the invoice is due in 30 days.

Please indicate payment terms offer: Net \_\_\_\_ @ \_\_\_\_ %

**DISCOUNTS**

Bidder shall provide the deepest discounts and best pricing available to Texas A&M University. All discounts are to be applied and included in the price entered on each line item as the Texas A&M's system does not accept a DISCOUNT LINE.

Best Offer Provided?  Yes  No

**CANCELLATION**

Any order is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated. Texas A&M University reserves the right to immediate cancellation due to non-performance. Texas A&M University reserves the right to cancel with thirty (30) days written notice. In the event of termination, prorated reimbursement for remaining maintenance service that was prepaid will be due to Texas A&M University.

**EQUIPMENT LIST - Equipment requiring service is as follows:**

Kodak 460 RA Processor

Model 460 RA  
Serial #RA-1062  
Location: Bldg 1194  
TAMU Asset # unkown023

MXR Radiographic System (X-Ray Table)  
Model MXR 80KW DFMT  
Serial # CPD18640G14  
Location: Bldg 1085, RM 102  
TAMU Asset # 1500172296

LoRad RT125 Portable 2000  
Model 009-0001  
Serial #14006990187  
Location: Bldg 1194, Rm RAD107  
TAMU Asset # 0000028983

Toshiba Portable Radiography Unit  
Model KCD-12MC  
Serial #C0613018  
Location: Bldg 1194, Rm RAD118  
TAMU Asset # 9100563669

Kodak ID Camera  
Model 2  
Location: Bldg 1194  
TAMU Asset # 9300865113

HL Lyons Overhead Rails and X-Ray Tube System  
Location: Bldg 1194, Rm RAD107, RAD109,  
FAU110, FAU112

\*\*\* NOTE: BASIC RAD SERVICE PRICING APPLIES TO THIS CATEGORY.

Picker X-Ray System  
Serial #487  
Location: Bldg 1194, FAU112  
TAMU Asset # 77F0715184

Picker Radiography System  
Serial #1461  
Location: Bldg 1194, FAU110  
TAMU Asset # 8900555250

Drystar 5500  
Serial #1184  
EQ #10218246  
Location: Bldg 1194, RAD118  
TAMU Asset # Unkown002

Del Medical Imaging Generator  
Model VZW293ORD3-86  
Serial #AM8368D07  
Location: Bldg 1194, Rm RAD110  
TAMU Asset # 0700088305

Del Medical Imaging Generator  
Model VZW293ORD3-86  
Serial #AM8346D07

Location: Bldg 1194, Rm RAD110  
 TAMU Asset # 0700088306

GE Portable X-Ray System  
 Model 2275938-10  
 Serial #1016527WK2  
 Location: Bldg 1194, Rm EQS125  
 TAMU Asset # 0800096869

Digital Fluoroscopy Imaging System (Rad-Pro)  
 Location: Bldg 1085, Rm 1033  
 TAMU Asset # 0500073352

Vidar Diagnostic Pro Advantage  
 Serial #350892  
 Location: Bldg 1194, Rm RAD124  
 TAMU Asset # 0900100997

**PRICING**

Pricing shall be "Per Call" for corrective service labor and travel for the radiographic imaging and peripheral equipment located at Texas A&M University, College of Veterinary Medicine in College Station, Texas.

These prices shall also be applicable to all other models of equipment in the similar use modality.

Texas A&M University reserves the right to add or delete equipment as deemed necessary during the agreement.

Item	Description	Quantity	Unit	Unit Price	Ext Price
1.	Basic X-Ray / Rad Corrective Service Labor and Travel 8 AM to 5 PM, Monday - Friday	8	HR	\$ _____	\$ _____
2.	Basic X-Ray / Rad Corrective Service Labor and Travel 5 PM to 8 AM and Saturdays	8	HR	\$ _____	\$ _____
3.	Basic X-Ray / Rad Corrective Service Labor and Travel Sundays and Holidays	8	HR	\$ _____	\$ _____
4.	Basic X-Ray / Rad PM / Annual EPE and Physicist Evaluation 8 AM to 5 PM, Monday - Friday	2	EA	\$ _____	\$ _____
5.	Portable X-Ray Corrective Service Labor and Travel 8 AM to 5 PM, Monday - Friday	10	HR	\$ _____	\$ _____
6.	Portable X-Ray Corrective Service Labor and Travel 5 PM to 8 AM and Saturdays	8	HR	\$ _____	\$ _____
7.	Portable X-Ray Corrective Service Labor and Travel Sundays and Holidays	8	HR	\$ _____	\$ _____
8.	Portable X-Ray PM / Annual EPE and Physicist Evaluation 8 AM to 5 PM, Monday - Friday	3	EA	\$ _____	\$ _____
9.	Film Processor Corrective Service Labor and Travel 8 AM to 5 PM, Monday - Friday	8	HR	\$ _____	\$ _____
10.	Film Processor Corrective Service Labor and Travel 5 PM to 8 AM and Saturdays	8	HR	\$ _____	\$ _____

Item	Description	Quantity	Unit	Unit Price	Ext Price
11.	Film Processor Corrective Service Labor and Travel Sundays and Holidays	8	HR	\$ _____	\$ _____
12.	Film Processor PM / Annual EPE and Physicist Evaluation 8 AM to 5 PM, Monday - Friday	2	EA	\$ _____	\$ _____
13.	Digital/CR/DR Rad Corrective Service Labor and Travel 8 AM to 5 PM, Monday - Friday	8	HR	\$ _____	\$ _____
14.	Digital/CR/DR Rad Corrective Service Labor and Travel 5 PM to 8 AM and Saturdays	8	HR	\$ _____	\$ _____
15.	Digital/CR/DR Rad Corrective Service Labor and Travel Sundays and Holidays	8	HR	\$ _____	\$ _____
16.	Dry Laser / Printer Corrective Service Labor and Travel 8 AM to 5 PM, Monday - Friday	8	HR	\$ _____	\$ _____
17.	Dry Laser / Printer Corrective Service Labor and Travel 5 PM to 8 AM and Saturdays	8	HR	\$ _____	\$ _____
18.	Dry Laser / Printer Corrective Service Labor and Travel Sundays and Holidays	8	HR	\$ _____	\$ _____
	<b>TOTAL</b>				\$ _____

**INSURANCE REQUIREMENTS**

Texas A&M shall be listed as an additional insured party under each policy of insurance covering this project.

The supplier will be required to provide proof of insurance in the amounts indicated herein. Upon award, a copy of the insurance certificate must be submitted to the Purchasing office prior to any work being performed.

The successful supplier shall not commence work until all of the insurance specified hereunder has been obtained and certificates of such insurance in force have been filed with and accepted by Texas A&M University. Approval of the insurance by Texas A&M shall not relieve or decrease the liability of the Supplier. Insurance coverage shall provide for a thirty (30) day notice of cancellation or material change to the policy coverage and/or limits and the certificate of insurance in force must include a notice that the policy or policies do contain these provisions. Unless otherwise specified, the bidder shall provide and maintain until the work included in this bid invitation is completed and accepted by Texas A&M University. The Supplier's certificate of insurance in force, submitted prior to start of installation, shall include a notice that the policies do contain these provisions.

Exact installation location and date shall be coordinated with the department contact or their designee. The department shall be notified 24 hours before delivery.

The Supplier shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas and currently rated A- or better by A.M. Best Company or otherwise acceptable to Owner. By requiring such minimum insurance, the Owner shall not be deemed or construed to have assessed the risk that may be applicable to the Supplier under this Agreement. The Supplier shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Supplier is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. Required insurance shall not be cancelable without thirty (30) days' prior written notice to Owner.

**Coverage**

**Limit**

**A. Worker's Compensation**

Statutory Benefits (Coverage A)  
 Employers Liability (Coverage B)

Statutory  
 \$500,000 Each Accident

\$500,000 Disease/Employee  
\$500,000 Disease/Policy Limit

If this coverage is waived by System Risk Management, the contractor, his employees and sub contractors must sign hold harmless and indemnification agreement.

**B. Automobile Liability**

Owned Vehicles	\$1,000,000
Non-owned Vehicles	\$1,000,000
Hired Vehicles	\$1,000,000

**C. Commercial General Liability**

Aggregate Limit	\$2,000,000
Each Occurrence Limit	\$1,000,000
Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$100,000
Medical Payments	\$5,000

**D. Professional Liability (Errors & Omissions)**

\$1,000,000  
When services require such coverage

**Additional Endorsements**

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

**TERMS AND CONDITIONS**

All Terms and Conditions that govern this Invitation for Bid are attached for convenience, but may also be read at <http://purchasing.tamu.edu/suppliers/bids-catalogue-tc-form/>. These Terms and Conditions are an integral part of the Invitation for Bid by reference herein and shall become an integral part of any resulting master order. Any exceptions to Texas A&M's Terms and Conditions or addition of bidder's terms and conditions shall be subject to review and approval by Texas A&M University. Where Texas A&M University's terms and conditions differ from those of the supplier, they shall be enforceable only to the extent allowable by the laws of the State of Texas.

**AWARD CRITERIA**

Texas A&M University shall award this bid based on, but not limited to, the following "Best Value" criteria. Texas A&M reserves the right to consider the following, and any other factors deemed relevant to evaluate the offer and determine the Best Value for the University.

The Best Value Criteria are

- the purchase price;
- the reputation of the supplier and of the supplier's goods or services;
- the quality and reliability of the supplier's goods or services;
- the extent to which the goods or services meet the Texas A&M University's needs/specifications;
- the supplier's past relationship/ experience with the Texas A&M University;
- delivery requirements and terms;
- references;
- technician qualifications;
- any other factors Texas A&M deems relevant.

Texas A&M University reserves the right to make the decision as to what best meets the specifications and what best suits the needs of the University. Texas A&M must be confident that the needs of the university can be met. Texas A&M's decision is final.



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 informalities in the bidding process and to make the award on what is considered to be the best value to the university.

**QUESTIONS**

Any questions or concerns regarding this Invitation for Bid shall be directed to:

Jim Nelms, Buyer III  
Department of Procurement Services  
Texas A&M University  
Phone 979-845-3819  
[janelms@tamu.edu](mailto:janelms@tamu.edu)

**TAX EXEMPTION**

As an agency of the State of Texas, Texas A&M University is exempt from the state sales tax and Federal Excise Taxes. The certification of the exemption appears on the face of each purchase order. The certification reads as follows:

STATE SALES TAX EXEMPTION CERTIFICATE: The Undersigned claims an exemption from taxes under Chapter 20, Title 122A, Revised Civil Statutes of Texas, for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

Since the University is exempt, it does not have a sales tax registration number. A duly signed purchase order from Texas A&M University or a copy of the order will serve as a certificate of tax exemption.

**ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF BID  
ANY EXCEPTIONS THERETO MUST BE IN WRITING**

**1. BIDDING REQUIREMENTS**

- 1.1 Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1.2 Pricing must be quoted on a "per unit" basis, extended as indicated. Any trade discounts included must be itemized and deducted from 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 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 Vendor ID Number, full name and address of bidder (enter in the block provided if not shown). Failure to sign bid will disqualify it. Person signing bid should show title or authority to bind his or her firm in a contract. Firm name should appear on each page of a bid, in the block provided in the upper right hand corner. The Vendor 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 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 a bid, waive minor technicalities and award the bid to best serve the interests of the State.
- 1.12 Consistent and continued the 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 113.6 (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. The TEXAS A&M shall not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered.
- 1.15 Inquiries pertaining to IFBs must include the IFB number and opening date.

**2. SPECIFICATIONS**

- 2.1 Any 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).
- 2.2 All items shall be new and unused, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in IFB. Oral agreements to the contrary will not be recognized.
- 2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 2.4 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.
- 2.5 TEXAS A&M will not be bound by any oral statement or representation contrary to the written specifications of this IFB.
- 2.6 Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.

3. **TIE BIDS** - In case of tie bids, the award will be made in accordance with Rule 1 TAC Section 113.6 (b) (3) and 113.8 (Preferences).

**4. DELIVERY**

- 4.1 Bid should show number of days required to place material in receiving agency's designated location under normal conditions. Failure to state delivery time obligates supplier to complete delivery in 14 calendar days. 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. Latent defects may result in revocation of acceptance.

6. **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.

7. **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.

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

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

10. **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:

- 10.1 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, tip, favor, or service to a public servant in connection with the submitted bid.
- 10.2 The bidder is not currently delinquent in the payment of any franchise tax owed the State of Texas.
- 10.3 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.
- 10.4 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.
- 10.5 The bidder has not received compensation for participation in the preparation of the specifications for this IFB.
- 10.6 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.
- 10.7 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.
- 10.8 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: \_\_\_\_\_

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

11. **NOTE TO BIDDERS** - Any terms and conditions attached to a bid will not be considered unless the bidder specifically refers to them on the front of this bid form.

**WARNING: Such terms and conditions may result in disqualification of the bid (e.g. bids with the laws of a State other than Texas requirements for prepayment, limitations on remedies, etc.**

**12. PUBLIC INFORMATION ACT**

Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act").

**13. TEXAS FAMILY CODE SECTION 231.006**

**INELIGIBILITY TO RECEIVE STATE GRANTS OR LOANS OR RECEIVE PAYMENT ON STATE CONTRACTS.**

- (a) A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to:
- (1) receive payments from state funds under a contract to provide property, materials, or services; or
  - (2) receive a state-funded grant or loan.
- (a-1) 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; and
  - (2) a written statement from the obligor that the obligor has made a request to the Title IV-D agency to correct the errors in the obligor's payment record.
- (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-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; or
  - (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.
- (c) A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.
- (d) A contract, bid, or application subject to the requirements of this section must include the following statement:
- "Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or 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."
- (e) 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.
- (f) If the certificate required under Subsection (d) is shown to be false, the vendor 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.
- (g) 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 to send to the comptroller to withhold a payment to a business entity. The Title IV-D agency and other affected agencies are encouraged to develop a system by 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.
- (h) This section does not apply to a contract between governmental entities.
- (i) The Title IV-D agency may adopt rules or prescribe forms to implement any provision of this section.
- (j) A state agency may accept a bid that does not include the information required under Subsection (c) if the state agency collects the information before the contract, grant, or loan is executed.

Added by Acts 1995, 74th Leg., ch. 20, § 1, eff. April 20, 1995. Amended by Acts 1995, 74th Leg., ch. 751, § 82, eff. Sept. 1, 1995; Acts 1999, 76th Leg., ch. 28, § 1, eff. Sept. 1, 1999; Acts 2003, 78th Leg., ch. 437, § 1, eff. Sept. 1, 2003; Acts 2003, 78th Leg., ch. 1015, § 2, eff. Sept. 1, 2003.

**14. ALTERNATIVE DISPUTE RESOLUTION**

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by Texas A&M University, and the Vendor to attempt to resolve any claim for breach of contract made by Vendor:

- (a) Vendor's claim for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Texas Government Code. To initiate the process, Vendor shall submit written notice, as required by subchapter B, to Phillip A. Ray, Associate Vice President for Finance. Said notice shall also be given to all other representatives of Texas A&M University and Vendor otherwise entitled to notice under the parties' contract. Compliance by Vendor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Texas Government Code.
- (b) The contested case process provided in Chapter 2260, subchapter C, of the Texas Government Code is Vendor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by Texas A&M University if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.
- (c) Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Ch. 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by Texas A&M University nor any conduct of any representative of Texas A&M University thereafter shall be considered a waiver of sovereign immunity to suit.
- (1) The submission, processing, and resolution of Vendor's claim is governed by the published rules as adopted by the Office of the Attorney General of the State of Texas pursuant to Chapter 2260 as currently effective, hereafter enacted or subsequently amended.
  - (2) Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of the performance by Vendor, in whole or in part.
  - (3) The designated individual responsible on behalf of Texas A&M University for examining any claim or counterclaim and conducting any negotiations related thereto, as required under 2260.052 of the Texas Government Code shall be Phillip A. Ray, Associate Vice President for Finance.