July 12, 2017

TO BIDDER:

Transmitted herewith is Invitation For Bid #B770010 for promotional items. To submit a bid, please complete the form and return to the Texas A&M AgriLife Purchasing Department by the bid opening date and time. In the lower left hand corner of the sealed bid envelope, please show the bid invitation number and the bid opening date. Facsimile (979-458-1217) and email (bids@ag.tamu.edu) bids will be accepted if received prior to the bid opening date and time.

Bids must be submitted on the Texas A&M AgriLife Purchasing Department’s Invitation for Bid form. Please read the terms and conditions carefully. The bid signature page must be signed and dated to be considered. Please enter your company name/address and your State of Texas vendor identification number on page 1 of the Invitation for Bid. If this number is unavailable, enter your federal taxpayer identification number or your social security number. No invoice will be processed for payment if this information is unavailable. Bids will be opened at the time stated on the enclosed form. Bidders and/or their representative may attend the bid opening if desired. Please note: The bid opening will be held at 578 John Kimbrough Blvd. Room #419, College Station, Texas 77843. Paid visitor parking is located in the first row of Lot 97.

After the bids have been evaluated, the vendor receiving a bid award from this solicitation will be issued a purchase order approved by the Agency.

Mailing Address for Bids:
Texas A&M AgriLife Purchasing Department
2147 TAMU
College Station, TX 77843-2147

Physical Address for Bids: (for Fed Ex, UPS, hand delivery, etc.)
Texas A&M AgriLife Purchasing Department
578 John Kimbrough Blvd., Room #419
College Station, TX 77843

If you would like additional information concerning our purchasing procedures, please contact:

Nicole Malain
Buyer I
Ph: 979-845-0839
Email: nicole.malain@ag.tamu.edu
Fax: 979-458-1217
INVITATION FOR BID — RETURN SEALED BIDS TO: 07/12/2017

BIDDER MUST SIGN BELOW
FAILURE TO SIGN WILL DISQUALIFY BID

AUTHORIZED SIGNATURE

PRINT OR TYPE NAME

TITLE DATE

COMPANY NAME

ADDRESS

CITY STATE ZIP

PHONE FAX

VENDOR ID NUMBER (SEE SECTION 1.8 OF TERMS & CONDITIONS)

DUNS NUMBER (IF AVAILABLE)

TERMS AND CONDITIONS:

AS NOTED AT THE TOP OF THIS INVITATION FOR BID, VENDOR AGREES TO COMPLY WITH ALL AGENCY TERMS AND CONDITIONS. THESE SUPERSEDE ANY OTHER TERMS AND CONDITIONS ISSUED BY THE VENDOR. ADDITIONAL FEDERAL TERMS AND CONDITIONS ARE ATTACHED.

ANY CONTRACT RESULTING FROM THIS BID SOLICITATION SHALL BE CONSTRUED AND GOVERNED BY THE LAWS OF THE STATE OF TEXAS.

TERMS OF PAYMENT:
NET 30 DAYS UPON RECEIPT AND ACCEPTANCE OF ITEM OR RECEIPT OF CORRECT INVOICE, WHICHEREVER IS LATER.

PUBLIC INFORMATION:
(A) THE VENDOR ACKNOWLEDGES THAT THE AGENCY IS OBLIGATED TO STRICTLY COMPLY WITH THE PUBLIC INFORMATION ACT, CHAPTER 522, TEXAS GOVERNMENT CODE, IN RESPONDING TO ANY REQUEST FOR PUBLIC INFORMATION PERTAINING TO ANY RESULTING AGREEMENT, AS WELL AS ANY OTHER DISCLOSURE OF INFORMATION REQUIRED BY APPLICABLE TEXAS LAW.
(B) UPON THE AGENCY’S WRITTEN REQUEST, THE VENDOR WILL PROVIDE SPECIFIED PUBLIC INFORMATION EXCHANGED OR CREATED UNDER ANY RESULTING AGREEMENT THAT IS NOT OTHERWISE EXCEPTED FROM DISCLOSURE UNDER CHAPTER 522, TEXAS GOVERNMENT CODE, TO THE AGENCY IN A

DELIVERY IN ____________ DAYS

GRAND TOTAL: ____________

If claiming preference under 34 Texas Administrative Code, Rule 20.38, please complete section 1.13 of the terms and conditions and submit with signed bid response.

If claiming to be a TPASS certified Historically Underutilized Business (HUB), please specify:
( ) BLK ( ) HSP ( ) W/O ( ) A/P ( ) AI

Nicole Malain
PURCHASING AGENT FOR TEXAS A&M AGRILIFE

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>UOM</th>
<th>Unit Price</th>
<th>Ext Price</th>
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NON-PROPRIETARY FORMAT ACCEPTABLE TO THE AGENCY. AS USED IN THIS PROVISION, "PUBLIC INFORMATION" HAS THE MEANING ASSIGNED IN SECTION 552.002, TEXAS GOVERNMENT CODE, BUT ONLY INCLUDES INFORMATION TO WHICH THE AGENCY HAS A RIGHT OF ACCESS.

(c) THE VENDOR ACKNOWLEDGES THAT THE AGENCY IS REQUIRED TO POST A COPY OF ANY RESULTING FULLY EXECUTED AGREEMENT ON ITS INTERNET WEBSITE IN COMPLIANCE WITH SECTION 2261.253(A)(1), TEXAS GOVERNMENT CODE.

QUESTIONS DEADLINE:
ANY QUESTIONS SHOULD BE ADDRESSED IN WRITING TO:

NICOLE MALAIN
E-MAIL: NICOLE.MALAIN@AG.TAMU.EDU
FAX: 979-458-1217

ALL QUESTIONS MUST BE RECEIVED ON OR BEFORE WEDNESDAY, JUNE 19, 2017 AT 3:00 PM CENTRAL TIME. WHEN DEEMED APPROPRIATE BY THE AGENCY, QUESTIONS WILL BE ANSWERED BY BID ADDENDUM.

BIDDERS PLEASE NOTE: TEXAS A&M AGRILIFE EXTENSION SERVICE RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS, TO WAIVE INFORMALITIES AND TECHNICALITIES, TO ACCEPT THE OFFER CONSIDERED MOST ADVANTAGEOUS AND AWARD THE BID BASED ON BEST VALUE CRITERIA.

IN DETERMINING WHAT IS THE BEST VALUE TO THE AGENCY, THE AGENCY SHALL CONSIDER:
1) PURCHASE PRICE.
2) THE PRODUCT'S ABILITY TO MEET THE CRITERIA AS STATED IN THE SPECIFICATIONS.
3) THE QUALITY OF THE VENDOR'S GOODS OR SERVICES.
4) THE EXTENT TO WHICH THE GOODS OR SERVICES MEET THE AGENCY'S NEEDS.
5) THE VENDOR'S PAST RELATIONSHIP WITH THE AGENCY.
6) THE TOTAL LONG-TERM COST TO THE AGENCY IN ACQUIRING THE VENDOR'S GOOD OR SERVICES.
7) THE DELIVERY TIME.
8) THE REPUTATION/REFERENCES OF THE VENDOR AND THE VENDOR'S GOODS OR SERVICES.
9) ANY OTHER RELEVANT FACTOR THAT A PRIVATE BUSINESS ENTITY MIGHT CONSIDER IN SELECTING A VENDOR.

PRICE OF EACH ITEM SHOULD INCLUDE ANY APPLICABLE ARTWORK AND SETUP FEES.

ALL SHIPMENTS TO BE F.O.B. DESTINATION.

LOGO WILL BE PROVIDED TO AWARDED VENDOR AFTER
## Invitation for Bid - Return Sealed Bids To:

**Texas A&M Agrilife Purchasing**  
2147 TAMU  
College Station, TX 77843-2147  
Phone: 979-847-5801  
Fax: 979-458-1217  
Email: bids@ag.tamu.edu

**Bid Opening:** 07/26/2017  
**Bid No:** B770010  
**Buyer:** NDM  
**Vendor:**

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<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>UOM</th>
<th>Unit Price</th>
<th>Ext Price</th>
</tr>
</thead>
</table>
| 1    | Imprinted Plastic Measuring Cups - Set of 4, with the following minimum specifications:  
- Four stackable measuring cups connected by plastic ring with tag through hole in end of cups  
- Color: White  
- Material: Sturdy Plastic  
- Dishwasher Safe  
- Cup sizes: 1 cup, 1/2 cup, 1/3 cup, 1/4 cup  
- Imprint: One color, one location  
- Imprint color: Blue  
- Imprint location: On tag  
- Imprint: EFNEP logo  
- See attached sample photo | 10,000 | EA |            |           |
| 2    | Imprinted Food Thermometers, with the following minimum specifications:  
- Bi-metal with high magnifying raised clear acrylic lens  
- One inch (1”) diameter size  
- Reads from zero (0) to two hundred twenty (220) degrees Fahrenheit  
- Stainless steel dial case and five inch (5”) stem with point for piercing  
- Under the dial are two (2) adjusting luges that can be used to make calibration adjustments  
- Includes plastic carrying case  
- Sheath tube case with chrome pocket clip  
- Each unit to be individually plastic wrapped after imprint  
- Imprint: One color, one location  
- Imprint color: Blue  
- Imprint location: On sheath tube case  
- Imprint text: Expanded Food & Nutrition Education Program  
- See attached sample photo | 10,000 | EA |            |           |
| 3    | English Grocery Bookmark Shopping List, with the following minimum specifications:  
- Bookmark type item  
- Made from 0.7 mm thickness polypropylene | 5,000 | EA |            |           |
**INVITATION FOR BID - RETURN SEALED BIDS TO:**
TEXAS A&M AGRILIFE PURCHASING
2147 TAMU
COLLEGE STATION, TX 77843-2147
PHONE: 979-847-5601
FAX: 979-458-1217
EMAIL: BIDS@AG.TAMU.EDU

**BID OPENING: 07/26/2017**
**BID NO: B770010**
**BUYER: NDM**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>UOM</th>
<th>Unit Price</th>
<th>Ext Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>SPANISH GROCERY BOOKMARK SHOPPING LIST, WITH THE FOLLOWING MINIMUM SPECIFICATIONS:</td>
<td>5,000</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- BOOKMARK TYPE ITEM</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- MADE FROM 0.7 MM THICKNESS POLYPROPYLENE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- SIZE: 8&quot; X 3&quot;</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>- LANGUAGE: SPANISH</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>- TO BE PRINTED ON WHITE, MATTE/WRITABLE STOCK</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- ABLE TO WRITE ON BOOKMARK WITH A PENCIL AND REUSE AS A SHOPPING LIST</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- IMPRINT COLOR: BLACK</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- IMPRINT ON TWO SIDES, FRONT AND BACK</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- CUSTOMER CAN SUPPLY IMAGES</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>- SEE ATTACHED SAMPLE PHOTO</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

| 5    | IMPRINTED EXERCISE BODY BAND, WITH THE FOLLOWING MINIMUM SPECIFICATIONS:     | 10,000   | EA  |            |           |
|      | - LATEX-FREE RUBBER STRETCH BAND WITH PADDED FOAM HAND GRIPS                |          |     |            |           |
|      | - SIZE: 56" LONG                                                            |          |     |            |           |
|      | - COLOR: LIME GREEN BAND WITH BLACK HANDLES                                |          |     |            |           |
|      | - IMPRINT: ONE COLOR, ONE LOCATION                                          |          |     |            |           |
|      | - IMPRINT COLOR: WHITE                                                      |          |     |            |           |
|      | - IMPRINT LOCATION: CENTER PIECE OF BAND                                   |          |     |            |           |
|      | - IMPRINT TEXT: EXPANDED FOOD & NUTRITION EDUCATION PROGRAM                |          |     |            |           |
|      | - SEE ATTACHED SAMPLE PHOTO                                                 |          |     |            |           |

| 6    | SHIPPING AND HANDLING CHARGES                                               | 1        | FRT |            |           |
|      | F.O.B. DESTINATION                                                         |          |     |            |           |

**ITEMS WILL BE SHIPPED TO NINE (9) TEXAS LOCATIONS IN THE QUANTITIES SHOWN IN THE ATTACHED SHIPPING LIST. THE ADDRESSES DO NOT HAVE ACCESS TO A LOADING DOCK OR FORKLIFT.**
Shipping Information

None of the shipping addresses below have access to a loading dock or forklift.

<table>
<thead>
<tr>
<th>County</th>
<th>Shopping List</th>
<th>Measuring</th>
<th>Food</th>
<th>Exercise</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>English</td>
<td>Spanish</td>
<td>Cups</td>
<td>Thermometers</td>
</tr>
<tr>
<td>Bexar</td>
<td>450</td>
<td>1200</td>
<td>1000</td>
<td>2000</td>
</tr>
<tr>
<td>8844 Tradeway San Antonio, TX 78217</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cameron</td>
<td>500</td>
<td>-</td>
<td>1500</td>
<td>1000</td>
</tr>
<tr>
<td>1390 W Expressway 83, San Benito, TX 78586</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dallas</td>
<td>-</td>
<td>-</td>
<td>1200</td>
<td>1200</td>
</tr>
<tr>
<td>7610 N Stemmons Frwy, Suite 140, Dallas, TX 75247</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>El Paso</td>
<td>-</td>
<td>200</td>
<td>700</td>
<td>400</td>
</tr>
<tr>
<td>5100 El Paso Dr El Paso, TX 79905</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Harris</td>
<td>2500</td>
<td>2000</td>
<td>2500</td>
<td>2800</td>
</tr>
<tr>
<td>3003 S Loop West, Suite 220 Houston, TX 77054</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Hidalgo</td>
<td>500</td>
<td>1000</td>
<td>1500</td>
<td>2000</td>
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<tr>
<td>122 East Van Week, Edinburg, TX 78539</td>
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<td></td>
<td></td>
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<tr>
<td>Nueces</td>
<td>550</td>
<td>-</td>
<td>600</td>
<td>-</td>
</tr>
<tr>
<td>4639 Corona, Suite 30, Corpus Christi, TX 78411</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Tarrant</td>
<td>500</td>
<td>600</td>
<td>600</td>
<td>600</td>
</tr>
<tr>
<td>200 Taylor St, Suite 500, Fort Worth, TX 76196</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Travis</td>
<td>-</td>
<td>-</td>
<td>400</td>
<td>-</td>
</tr>
<tr>
<td>1514 Ed Bluestein, Suite 203, Austin, TX 78721</td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>
Item #1: Imprinted Plastic Measuring Cups

Item #2: Imprinted Food Thermometers
Items #3 & 4: English and Spanish Grocery Bookmark Shopping List (Side 1)
Items #3 & 4: English and Spanish Grocery Bookmark Shopping List (Side 2)
Item #5: Imprinted Exercise Body Band
Specific Terms and Conditions – Federal Funded Contracts

1. Termination for Convenience
The Agency may terminate performance of work under this contract in whole or, from time to time, in part if the Agency purchasing officer determines that a termination is in the Agency’s best interest.

The Agency may terminate any resulting contract for convenience by providing (1) a statement that the contract is being terminated for the convenience of the Agency, (2) the effective date of termination, (3) the extent of termination, (4) any special instructions, and (5) the steps the contractor is to take to minimize the impact on personnel.

Upon any notification of termination for convenience, the contractor is to (1) stop work immediately on the terminated portion of the contract, (2) terminate all subcontracts related to the terminated portion of the prime contract, (3) advise the Agency of any special circumstances precluding stoppage of work, (4) perform the continued portion of the contract if the termination is partial, (5) take any action necessary to protect property in the contractor’s possession in which the Agency has an interest, (6) notify the Agency of any legal proceedings growing out of any subcontract, (7) settle any subcontractor claims arising out of the termination, and (8) dispose of termination inventory as directed by the Agency.

2. Partially Completed Work
No later than the first calendar day after the termination of this contract, or at the Agency’s request, contractor shall deliver to the Agency all completed, or partially completed, work and any and all documentation or other products and results of these services. Failure to timely delivery such work or any and all documentation or other products and results of the services shall be considered a material breach of this contract. Contractor shall not make or retain any copies of the work or any and all documentation or other products and results of the services without the prior written consent of the Agency.

3. Default
If contractor is found to be in default under any provision of this contract, the Agency may cancel the contract without notice and either re-solicit or award the contract to the next best responsive and responsible respondent. In the event of abandonment or default, contractor will be responsible for paying damages to the Agency including, but not limited to, re-procurement costs, and any consequential damages to the Agency resulting from contractor’s non-performance. The defaulting contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work is significantly changed.

4. Right to Audit
The federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

5. Small Business, Minority Owned Firms and Women’s Business Enterprises Efforts
Consistent with federally funded projects, the Agency shall make efforts to ensure that small and minority-owned businesses, women’s business enterprises, are used to the fullest extent practicable. This is basically accomplished through the use of the Texas Certified...
Historically Underutilized Business (HUB) list. Additional efforts shall include, but shall not be limited to:

a. Including such firms, when qualified, on solicitation mailing lists;

b. Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;

d. Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;

e. Encourage contracting with consortiums of small businesses, minority-owned firms, and women’s business enterprises when a contract is too large for one of these firms to handle individually;

f. Supplementing the HUB list by using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.


   All contracts and subgrants in excess of $2,000.00 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

7. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a–7)**

   When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than $2,000.00 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a–7) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.


   Where applicable, all contracts awarded by recipients in excess of $2,000.00 for construction contracts and in excess of $2,500.00 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR part 5). Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of
the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. Rights to Inventions Made Under a Contract or Agreement

10. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended
Contracts and subgrants of amounts in excess of $100,000.00 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Contractors who apply or bid for an award of $100,000.00 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

12. Debarment and Suspension (E.O.s 12549 and 12689)
A contract award with an amount expected to equal or exceed $25,000.00 and certain other wide Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR part 180 that implement E.O.s 12549 (3 CFR, 1986 Comp., p. 189) and 12689 (3 CFR, 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549.

13. Equal Opportunity Clause (E.O. 13672)
This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.
ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF BID
ANY EXCEPTIONS THERETO MUST BE IN WRITING

The following are the terms and conditions for Texas A&M AgriLife Research, Texas A&M AgriLife Extension Service, and Texas A&M Veterinary Medical Diagnostic Laboratory (TVMDL), hereafter referred to as the Agency.

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 (IFB). If a price quotation is submitted as part of the bid, the quotation must be referenced on the bid document and signed by the bidder to establish formal linkage to the 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. Bidder should show opening date and bid invitation number on the fax coversheet, subject line of email, or the lower left hand corner of the sealed envelope. Please show return address of company. Bids must be received by the Agency 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 the front of this IFB. When using a delivery service or hand delivering, which requires a street address, address is Administrative Services Building, 578 John Kimbrough Blvd., Room #419, Texas A&M University, College Station, TX 77843-2147.

1.5 Late or unsigned 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 the Agency’s acceptance within 30 days of the bid opening date. “Discount from list” bids are not acceptable unless requested. Cash discount will not be considered in determining an award. All cash discounts will be taken if earned.

1.8 Bids should give Vendor ID Number, full name and address of bidder. 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 the front side (upper left) of the IFB. 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 Agency based on a written acceptable reason.

1.10 Purchases made for the Agency’s 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 the Agency upon request.

1.11 The Agency reserves the right to make an award on the basis of low line item bid, low total of line items, or in any other combination that will serve the best interest of the Agency and to reject any and all bid items at the sole discretion of the Agency. The Agency also 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 Agency. Any contract may also be extended up to three months at the sole discretion of the Agency.

1.12 Consistent and continued tie bidding could cause rejection of bids by the Agency and/or investigation for antitrust violations.

1.13 Check below if preference is claimed under Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter C, Section §20.38:

☐ Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
☐ Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
☐ Agricultural products grown in Texas
☐ Agricultural products offered by a Texas bidder
☐ Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
☐ Services offered by a Texas bidder that is not owned by a Texas resident service disabled veteran
☐ Texas Vegetation Native to the Region
☐ USA produced supplies, materials or equipment
☐ 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
☐ Vendors that meet or exceed air quality standards
☐ Recycled or Reused Computer Equipment of Other Manufacturers
☐ Foods of Higher Nutritional Value
1.14 The telephone number for fax submission of bids is 979-458-1217. This is the only number that will be used for the receipt of bids. The Agency 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 catalog, brand name, or manufacturer’s reference used in the IFB 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 other than specified, bid should show manufacturer, brand or trade name, and other description of the product offered. If brand(s) other than 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 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 the Agency. 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 the Agency bid number. Do not enclose in or attach bid to sample.

2.5 The Agency 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 §20.36 (b) (3) in Title 34 of the Texas Administrative Code.

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 the Agency. Bidder must keep the Agency advised at all times of the status of the order. The Agency has the right to extend delivery date if reasons appear valid. If the vendor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the Agency reserves the right to purchase specified supplies elsewhere, and charge the full increase in price, cost of handling, and rebidding, if any, to the vendor.

4.3 No substitutions or cancellation permitted without written approval of the Agency.

4.4 Delivery shall be made during normal working hours only, unless prior approval for late delivery has been obtained from the Agency.

5. INSPECTIONS AND TESTS

All goods will be subject to inspection and test by the Agency to the extent practicable at all times and places. Authorized Agency 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 bidder. Goods which have been delivered and rejected in whole or in part may, at the Agency’s option, be returned to the bidder or held for disposition at bidder’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 the Agency 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. The factors listed in Texas Education Code, Title 3, Chapter 51, Section 51.9335, shall also be considered in making an award when specified. Any legal actions must be filed in Brazos County, TX.

7. PAYMENT

Vendor shall submit one copy of an itemized invoice showing order number and Agency purchase order number. Please note: If the invoice is not addressed as instructed, payment will be delayed. The Agency 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. All payments will be made in accordance with the Texas Prompt Payment Act, Texas Government Code, Chapter 2251.

8. PATENTS OR COPYRIGHTS

The bidder agrees to protect the Agency from claims involving infringement of patents or copyrights.
9. BIDDER ASSIGNMENTS

Bidder hereby assigns to the Agency 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, Texas Business and Commerce Code Ann. Sec. 15.01, et seq. (1967).

10. BIDDER AFFIRMATION

Signing this IFB with a false statement is a material breach of contract and shall void the submitted bid and 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, trip, favor, or service to a public servant in connection with the submitted IFB.

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

10.3 Under §2155.004, Texas Government Code, the bidder certifies that the individual or business entity named in this bid or any contract resulting from this IFB is not ineligibly to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate. §2155.004 prohibits a person or entity from receiving a state contract if they received compensation for participating in preparing the solicitation or specifications for the contract.

10.4 Pursuant to 15 U.S.C. §1, et seq. and Texas Business and Commerce Code §15.01, et seq. neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such a firm, corporation, or institution has violated the antitrust laws of this state, 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 shall defend, indemnify, and hold harmless the Agency, all of its officers, agents, contractors, and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, from any acts or omissions of vendor or any agent, employee, subcontractor, or supplier of vendor in the execution or performance of any contract with vendor resulting from this IFB. Bidder shall coordinate its defense with Texas Attorney General as requested by the Texas A&M University System, Office of the General Counsel. This section is not intended to and shall not be construed to require bidder to indemnify or hold harmless the State or Agency for any claims or liabilities resulting from the negligent acts or omissions of the Agency or its employees.

10.6 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.

10.7 In accordance with §2155.4441, Texas Government Code, bidder agrees that during the performance of a contract for services, it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

10.8 Pursuant to Section 2262.003 of the Texas Government Code, the State Auditor may conduct an audit or investigation of the vendor or any other entity or person receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by the vendor or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, the vendor or other entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the vendor and the requirement to cooperate is included in any subcontract it awards.

10.9 Bidder certifies that they are in compliance with Section 669.003 of the Texas Government Code, relating to contracting with an 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: ______________________

10.10 Bidder certifies that the bidding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local government entity. Bidder certifies that the bidding entity is in compliance with the State of Texas statutes and rules relating to procurement, and that bidder is not listed on the federal government’s terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at https://www.sam.gov

10.11 Bidder represents and warrants that payment to the bidder and the bidder’s receipt of appropriated or other funds under any contract resulting from this IFB are not prohibited by §556.005 or §556.008, Texas Government Code, relating to the prohibition of using state funds for lobbying activities.

10.12 Sections 2155.006 and 2261.053, Texas Government Code, prohibit state agencies from awarding contracts to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by §418.004, Texas Government Code, occurring after September 24, 2005. Under §2155.006, Texas Government Code, bidder certifies that the individual or business entity named in its bid is not ineligible to receive a contract and acknowledges that any contract resulting from this IFB may be terminated and payment withheld if this certification is inaccurate.
10.13 Bidder represents and warrants ("EIR Accessibility Warranty") that the electronic and information resources and all associated information, documentation, and support that it offers to provide to the Agency under this bid (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206. Rule §206.70 of the Texas Administrative Code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code.) To the extent vendor becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then vendor represents and warrants that it will, at no cost to the Agency, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that vendor is unable to do so, then the Agency may terminate this Agreement and vendor will refund to the Agency all amounts the Agency has paid under this purchase order within thirty (30) days after the termination date.

11. NOTE TO BIDDERS
If bidder takes any exceptions to any provisions of the IFB, these exceptions must be specifically and clearly identified by section in the bid and bidder's proposed alternative must also be provided in the bid. Bidders cannot take a 'blanket exception' to the entire IFB. If any bidder takes a 'blanket exception' to the entire IFB or does not provide proposed alternative language, the bid may be disqualified from further consideration.

12. TEXAS 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"). Any part of the solicitation response that is of a confidential or proprietary nature must be clearly and prominently marked as such by the bidder. Pursuant to Texas Government Code, Sections 552.021 and 552.023, individuals are entitled to request, receive, review, and correct information collected by the Agency related to the individual. To request information, please email da-schneider@tamu.edu or call 979-847-5801.

13. TEXAS FAMILY CODE SECTION 231.006
Pursuant to §231.006(d), Texas Family Code, regarding child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any bidder subject to §231.006, Texas Government Code, must include names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the bid. This information must be provided prior to award. Enter the Name & Social Security Numbers for each person below:

<table>
<thead>
<tr>
<th>Name</th>
<th>Social Security Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dez Anthony Anzaldue</td>
<td>464-15-1464</td>
</tr>
<tr>
<td>Name</td>
<td>Social Security Number</td>
</tr>
<tr>
<td>Name</td>
<td>Social Security Number</td>
</tr>
</tbody>
</table>

14. PROTEST PROCEDURES
Any actual or prospective bidder who is aggrieved in connection with this IFB, evaluation, or award of any contract resulting from this IFB may formally protest as provided in the Agency’s rules at http://aqr жизни.tamu.edu/library/pdf/purchasing/vendor-protests.pdf.

15. NON-APPROPRIATION OF FUNDS
Any contract resulting from this IFB is subject to termination or cancellation, without penalty to the Agency, either in whole or in part, subject to the availability of federal or state funds. The Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If the Agency becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render the Agency’s or bidder’s delivery or performance under the contract impossible or unnecessary, the contract will be terminated or cancelled and be deemed null and void. Additionally, any federally funded purchases may also be terminated for the same reasons. In the event of a termination or cancellation under this Section, the Agency will not be liable to bidder for any damages, which are caused or associated with such termination, or cancellation, and the Agency will not be required to give prior notice.

16. FORCE MAJEURE
Neither bidder nor Agency shall be liable to the other for any delay in, or failure of performance, of any requirement included in any contract resulting from this IFB caused by Force Majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force Majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and, that by exercise of due foresight, such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such Force Majeure, or otherwise waive this right as a defense.
17. CONFLICT OF INTEREST
An Agency employee may not have an interest in, or in any manner be connected with, a contract or bid for a purchase of goods or services by an agency of the State, or in any manner, including by rebate or gift, accept or receive from a person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation. Entities who are interested in seeking business opportunities with the Agency must be mindful of these restrictions when interacting with public purchasers of the Agency.

18. INDEPENDENT CONTRACTOR
Bidder or bidder’s employees, representatives, agents and any subcontractors shall serve as an independent contractor in providing the services under any contract resulting from this IFB. Bidder and bidder’s employees, representatives, agents and any subcontractors shall not be employees of the Agency. Should bidder subcontract any of the services required in this IFB, bidder expressly understands and acknowledges that in entering into such subcontract(s), the Agency is in no manner liable to any subcontractor(s) of bidder. In no event shall this provision relieve bidder of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with this IFB.

19. DISPUTE RESOLUTION
The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used as further described herein, by the Agency, and the bidder to attempt to resolve any claim for breach of contract made by vendor:

19.1 Bidder’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, bidder shall submit written notice, as required by Subchapter B, to:

Dr. David Lunt, Texas A&M AgriLife Research
Mr. Kyle Smith, Texas A&M AgriLife Extension Service
Dr. Roger Parker, Texas A&M Veterinary Medical Diagnostic Laboratory (TVMDL)

Said notice shall also be given to all other representatives of the Agency and bidder otherwise entitled to notice under the parties’ contract. Compliance by bidder 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.

19.2 The contested case process provided in Chapter 2260, Subchapter C, of the Texas Government Code is the bidder’s sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by the Agency if the parties are unable to resolve their disputes under subparagraph (a.) of this paragraph.

19.3 Compliance with the contested case process provided in Subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by the Agency, nor any conduct of any representative of the Agency thereafter, shall be considered a waiver of sovereign immunity to suit.

(1) The submission, processing, and resolution of bidder’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 the bidder, in whole or in part.

(3) The designated individual responsible on behalf of the Agency for examining any claim or counterclaim and conducting any negotiations related thereto, as required under Section 2260.052 of the Texas Government Code shall be Dr. David Lunt (Research) / Mr. Kyle Smith (Extension) / Dr. Roger Parker (TVMDL).