Texas A&M AgriLife Research Request for Quote #115224247 Ultra-Low Freezer

<u>Terms and Conditions</u>: Vendor's quote submittal is subject to the Agency's terms and conditions, which are available at http://agrilife.org/admin/files/2013/05/terms-conditions-bid.pdf or may be faxed or emailed upon request. Additional federal terms and conditions are attached.

<u>Payment Terms</u>: Net 30 days upon receipt and acceptance of item or receipt of correct invoice, whichever is later.

<u>Governing Law</u>: Any contract resulting from this request for quote shall be construed and governed by the laws of the State of Texas.

Warranty: Any quote submitted should include complete warranty information for the items being offered.

<u>Delivery</u>: Any quote submitted should include delivery time for the items being offered.

Award Based on Best Value: Texas A&M AgriLife Research 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 any or all of the following:

- 1. Purchase price
- 2. The reputation of the vendor and the vendor's goods or services.
- 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 length and coverage of the vendor's warranty.
- 8. The delivery time.
- 9. Any other relevant factor that a private business entity might consider in selecting a vendor.

<u>Public Information</u>: (a) The vendor acknowledges that the Agency is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to 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 552, Texas Government Code, to the Agency in a non-proprietary format acceptable to the Agency. As used in this provision, "public information" has the meaning assigned 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.

<u>Prohibition on Contracts with Companies Boycotting Israel</u>: By executing any resulting Agreement, the vendor certifies it does not and will not, during the performance of this contract, boycott Israel. The vendor acknowledges any resulting Agreement may be terminated if this certification is inaccurate.

<u>Certification Regarding Business with Certain Countries and Organizations</u>: Pursuant to Subchapter F, Chapter 2252, Texas Government Code, the vendor certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. The vendor acknowledges any resulting Agreement may be terminated if this certification is inaccurate.

Conflict of Interest: By executing any resulting Agreement, the vendor and each person signing on behalf of the vendor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of the Texas A&M System or the A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by the A&M System, has direct or indirect financial interest in the award of any resulting Agreement, or in the services to which any resulting Agreement relates, or in any of the profits, real or potential, thereof.

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Ultra-low freezer with the following minimum specifications:

- Touchscreen interface to monitor temperature fluctuations that may damage samples
- Volume: 740 L (26.1 ft³) to hold samples for permanent storage
- Dimensions (WxDxH): 109.9 x 98 x 197.3 cm / 43.3 x 38.6 x 77.4 inches
- Power Supply: 110-120 V, 60 Hz
- Energy efficient
- Must be functionally equivalent to Eppendorf CryoCube Model F740hi

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Shipping and handling charges, F.O.B. Destination, to Weslaco, TX 78596 listed as a separate line item on the quote.

Quotes may be submitted to Lindsay Weber at lrweber@ag.tamu.edu or faxed to 979-458-1217.