



TEXAS A&M UNIVERSITY-CORPUS CHRISTI
PURCHASING DEPARTMENT
6300 OCEAN DRIVE
CORPUS CHRISTI, TX 78412

INVITATION FOR BID

BID Number:

TAMU-CC-IFB 24-0001

**VEHICLE INSPECIONS OF EMISSION'S CONTROL
SYSTEM AND REPAIR SERVICES**

PROPOSAL MUST BE RECEIVED BEFORE:

2:00 p.m. Central Time on 07/18/2024

MAIL PROPOSAL TO:	HAND DELIVER AND/OR EXPRESS MAIL TO:
Texas A&M University-Corpus Christi TAMU-CC-IFB-24-4603 Purchasing Department 6300 Ocean Drive Unit 5731 Corpus Christi TX 78412-5731	Texas A&M University-Corpus Christi TAMU-CC-IFB-24-4603 Purchasing Building 6300 Ocean Drive Room 115A Corpus Christi TX 78412

Show BID Number, Opening Date and Time on Return Envelope

NOTE: PROPOSAL must be time stamped at **Texas A&M University-Corpus Christi Purchasing Department** before the hour and date specified for receipt of proposal.

Pursuant to the Provisions of Texas Government Code Title 10 Subtitle D Chapter 2156.121 - 2156.127, General Services Act rules and regulations adopted there under, sealed proposals will be received until the date and time established for receipt. After receipt, only the names of proposers will be made public. Prices and other proposal details will only be divulged after the award, if one is made.

DATED: 07/02/2024

REFER INQUIRIES TO:

Rachal Ganson
Texas A&M University-Corpus Christi
Purchasing Department
361-825-2513
Email: Rachal.Ganson@tamucc.edu

SECTION I GENERAL

1.1 SCOPE

Texas A&M University-Corpus Christi is seeking qualified, vehicle service and repair facilities to perform automotive repairs and services as part of a series of public car care initiatives to reduce emissions. Vehicles with OBD-II DTCs or high exhaust emissions will be located and serviced at participating service outlets. The work required will be diagnosis and pre-authorized repair of malfunctioning components, and overall adjustments to reduce or prevent emissions.

In most cases work is to be performed in a single day. Work that requires more than one day will be handled on a case-by-case basis. Service facility must agree to alter existing work schedule to give priority to vehicles that are part of the initiative.

Vendor will participate in the program only as a service provider for redeemed vouchers. The Vendor should not promote the program unless invited to do so by the Vehicle Emissions Program Manager. Vendor should not send, refer, or bring their existing customers or their vehicles to a Vehicle Emissions Program screening event. The Program should not be used as a “discount” program for the Vendor’s existing customers.

No Guarantee of Volume. The State of Texas does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this solicitation and resulting contract.

1.2 REQUIREMENTS AND RESPONSIBILITIES

Bidder’s facility shall be within the city limits of Corpus Christi or Portland but may include surrounding cities. Texas A&M University- Corpus Christi reserves the right to award just to vendors within the city limits if it is in the best interest of the University.

Vendor must have the ability to inspect, diagnose and repair emissions-related defects on up to 3 vehicles scheduled for completion in a single work day. For each vehicle ,Vendor shall prepare a diagnostic report and estimate for services or repairs to improve the emissions problem condition. Prior to performing any repairs, Vendor and Program Manager shall decide on some, all or no repair work based on cost effectiveness and ease of repair. No vehicle repairs will be considered complete, nor will any vehicle be released back to the owner until targeted OBD-II DTCs are resolved, or a post-repair emissions measurements are collected by the Vendor or the Vehicle Emissions Program Manager.

Diagnostic testing will require the vendor to have access to OBD-II computer diagnostic tools and a smoke tester for evaporative system leaks. For a few pre-1996 vehicle, a post-repair tailpipe emissions reading may be needed. This can be done by arrangement with the Vehicle Emissions Program Manager or the Vendor if in possession of a 5-gas analyzer.

Repair records: Vendor shall maintain and provide complete records on all Diagnostic tests, repairs, and service work completed including date, work done, parts required, cost of repairs, time spent on repairs DTCs cleared and post-repair emissions figures if collected by Vendor. These records shall be submitted to the Vehicle Emissions Program Manager upon completion.

Estimate Requirements

- Voucher # issued by AutoCheck
- Diagnostic tests performed and brief findings
- Only pollution related repair suggestions and services related to the voucher data and diagnostic report
- Itemized parts and Labor
- Prices and discounts as agreed to in the bid contract
- \$0 Taxes
- No ads, promotions, or optionally services offered.

Invoices Requirements

- Invoice #
- Voucher # issued by AutoCheck
- Only work authorized by the Program Manager based on approved estimate
- Repair Description
- Verification that targeted OBD-II DTCs are resolved, any DTCs remaining, and post-repair emissions measurements if collected by the Vendor.
- Itemized parts and labor
- Prices and discounts as agreed to in the bid contract
- \$0 Taxes
- No ads, promotions, optionally services, or other work not agreed upon by AutoCheck
- Balance due to TAMU-CC AutoCheck must be \$600 or less. The invoice can reflect the vehicle owner's payment of any difference they agree to pay over \$600.

1.3 QUALIFICATION OF KEY PERSONNEL

Maintenance personnel/repairmen must be thoroughly trained and certified in the diagnosis and repair of all vehicles selected. Personnel assigned to inspection and repair work shall have ASE certification in the following areas: A6 – Electrical and Electronic Systems, A8 – Engine Performance, and L1 - Advanced Engine Performance. A combination of technicians who possess these certifications will be considered.

1.4 QUALITY OF SERVICES PERFORMED

The Vendor covenants those competent personnel, in accordance with all laws, government regulations (including any permits or licenses applicable to the equipment) and the requirements set forth in this bid shall perform services under this award in a good and workmanlike fashion.

1.5 EVALUATION OF PERFORMANCE

Texas A&M University-Corpus Christi will review/evaluate the vendor performance based on all the standards set forth in this invitation to bid which include, but are not limited to, the following criteria:

Vendor work shall result in remediation of conditions causing OBD-II Diagnostic Troubleshooting Codes (DTC) or measurable emissions reductions as measured by 5-gas tailpipe test at idle with a catalytic converter at operating temperature. These DTCs corrected and reductions will be validated by comparing pre- and post-repair computer readings or emissions statistics that will be collected by vendor or by Vehicle Emissions Program Staff and corroborated by TAMU-CC.

1.6 TERMS OF CONTRACT

This service shall be for a period of one year beginning on September 1, 2024 and ending on August 31, 2025. Texas A&M University-Corpus Christi reserves the right to renew the agreement for an additional four (4) one (1) year periods, depending on available program funding and provided both parties agree in writing to do so prior to the expiration date. Any extensions shall be at the same terms and conditions, plus any approved changes.

Texas A&M University-Corpus Christi reserves the right to cancel the resulting contract or any portion of a contract with any Vendor that fails to perform in accordance with contract terms and conditions.

Texas A&M University-Corpus Christi may also cancel the resulting contract with or without cause by giving a written notice of cancellation. Texas A&M University-Corpus Christi's liability in the event of contract termination will be limited to payment of open invoices for satisfactorily performed services under the contract.

Texas A&M University-Corpus Christi expressly reserves any and all legal remedies to which it may be entitled to collect any and all damages directly or indirectly resulting from breach of contract, by the Vendor or any of its agents, representatives, employees or any other party acting on behalf of said Vendor.

In the event of termination of the resulting contract due to lack of funding or at the election of either party, the Vendor shall cancel, withdraw, or otherwise terminate outstanding orders or subcontracts which relate to the performance of the contract and shall otherwise cease to incur costs under the contract. In the event of early termination of the contract, the parties shall be discharged from further obligations, and Texas A&M University-Corpus Christi shall pay all reasonable and necessary costs accrued by the Vendor as of the date of termination, including all non-cancelable obligations; provided, however, the Vendor shall have an obligation to mitigate Vendor's damages.

In the event of termination for any reason, the Vendor agrees to return all data completed by Vendor and in Vendor's possession in the performance of the resulting contract.

Texas A&M University-Corpus Christi reserves the right to multi-award to qualified vendors. A maximum of three will be awarded. If a Vendor's contract is canceled or not extended, a different Vendor qualified under this bid will be invited to enter a contract to provide service.

1.7 INSURANCE

Coverage and Limits: The Vendor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Work by Vendor, its agents, representatives, employees or Subcontractors. The insurance policy(ies) must be with an insurance company that is authorized to transact business in the State of Texas. Please include a letter from the insurance company, with the submission of bid response, stating that proof of coverage will be provided prior to award of contract. Certificate(s) of Insurance will be required prior to the award of bid within 24 hours of notification of selection. Failure to do so may disqualify the bid.

Insurance shall meet the minimum limits, endorsements, and provisions required by Texas law.

Indemnification: The Vendor shall agree to indemnify and save harmless the state, its agents and employees from all suits, actions or claims and from all liability and damages for any and all injuries or damages sustained by any person or property in consequence of any negligence in the performance of this contract by the Vendor and from any claims or amounts arising or recoverable under the "Workers Compensation Laws", Chapter 101, VTCA, Civil Practice and Remedies Code, (Texas Tort Claim Act) or any other laws. The Vendor shall further so indemnify and be responsible for all damages or injury to property of any character occurring and prosecution of the work resulting from any act, omission, neglect or misconduct of the Vendor, his/her agent and employees, in the manner or method of executing the work; or from failure to properly execute the work; or from defective work or materials. He/she shall not be released from these responsibilities until all claims have been settled and suitable evidence to that effect furnished to Texas A&M University–Corpus Christi.

1.8 EVALUATION CRITERIA

Texas A&M University-Corpus Christi shall award this bid based on, but not limited to, the following “Best Value” criteria. Texas A&M University-Corpus Christi 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 purchase price,
- The reputation of the vendor and of the vendor’s goods or services,
- The quality and reliability of the vendor’s goods or services,
- The extent to which the goods or services meet Texas A&M University-Corpus Christi’s needs / specifications,
- The vendor’s past relationship / experience with Texas A&M University-Corpus Christi,
- References,
- Any other factors Texas A&M University-Corpus Christi deems relevant.

Texas A&M University-Corpus Christi 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 University-Corpus Christi must be confident that the needs of the University can be met.

Texas A&M University-Corpus Christi 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.

1.9 BID SUBMISSION

Bids will be accepted until **2:00 PM** Central Standard Time in room 115 of the Purchasing Building located on the campus of Texas A&M University-Corpus Christi on **July 18, 2024**. It is the responsibility of the vendor to ensure that their bid arrives prior to 2:00 PM CST. No late bids will be accepted. Late bids will be returned to vendor unopened.

All vendors must submit bids as follows:

- a. Bids must include Attachment A and must be signed.
- b. Bids must include Attachment B with pricing. All blanks must be filled in with a dollar amount or N/A.
- c. Bids must include Attachment C, List of References.
- d. Bids must include Attachment D, Vendor Questionnaire.

1.10 AWARD

Texas A&M University-Corpus Christi reserves the right to award on a basis of low (line item), low total (group or groups), or in any other combination that will best serve the interests of the University to include multiple awards. Award will be based on the “Best Value” criteria listed on the Invitation for Bid.

Agreement (Attachment E) or similar will be executed upon award of Contract.

SERVICES awarded as a result of this Bid may be extended to other Institutions of Higher Education as defined in Section 61.003 Education Code Section 2155.134. Other individual institutions may or may not elect to use this agreement.

**ATTACHMENT A
CONTACT INFORMATION**

Business Name

Owner

Address

Phone Number

Fax

E-mail

Web Site

Tax ID / Vendor EIN

By signing, I certify that I am authorized to enter into this contract with Texas A&M University - Corpus Christi.

Signature / Title

**ATTACHMENT B
PRICING SHEET**

Please provide pricing for the following:

General Labor Rate /hr. _____

Shop Surcharge (if any) _____

% Discount off list price for parts _____

Initial diagnostics, testing fee _____

Diagnostic fee policy if repairs are authorized: _____

Describe how you determine the price of parts charged to a job:

Please provide estimated (billable) hours OR fee for a typical job, not including parts

Job Description	Estimated Hours for Completion	OR	Flat Fee
Fuel injector service	_____ hrs.		\$ _____
Throttle body cleaning	_____ hrs.		\$ _____
6-cylinder spark plug replacement	_____ hrs.		\$ _____
EGR valve replacement	_____ hrs.		\$ _____
MAF Sensor replacement	_____ hrs.		\$ _____
EVAP purge valve replacement	_____ hrs.		\$ _____
Upstream O2 sensor replacement	_____ hrs.		\$ _____
Catalytic converter replacement	_____ hrs.		\$ _____
Thermostat replacement	_____ hrs.		\$ _____

**ATTACHMENT C
REFERENCES**

List below a minimum of three (3) other organizations which these or similar services have been provided. Specify the specific nature of the services provided, the contact person (including telephone and email), and the duration of the contract.

Company Name: _____

Address: _____

City, State, Zip code: _____

Contact Person: _____

Telephone Number: _____

Email: _____

Dates of Service: _____

Company Name: _____

Address: _____

City, State, Zip code: _____

Contact Person: _____

Telephone Number: _____

Email: _____

Dates of Service: _____

Company Name: _____

Address: _____

City, State, Zip code: _____

Contact Person: _____

Telephone Number: _____

Email: _____

Dates of Service: _____

**ATTACHMENT D
VENDOR QUESTIONNAIRE**

Location of Service Facility

Number of Service Bays

Years in Service

Number & Types of ASE Certified Technicians

Ability to Perform Diagnostics & Types of Testing Equipment Used

Other Locations Owned by Vendor that Could Provide the Same Services
Number of Service Bays
Number & Types of ASE Certified Technicians

Other Locations Owned by Vendor that Could Provide Same Services
Number of Service Bays
Number & Types of ASE Certified Technicians

**ATTACHMENT E
SAMPLE CONTRACT**

Any Contract awarded as a result of this Formal Bid will contain the general terms and conditions listed below in this Section. Subcontractors are also obliged to comply with these provisions.



CONTRACT FOR SERVICES
between TEXAS A&M UNIVERSITY – CORPUS CHRISTI
and _____

[This Contract Template includes the basic provisions and requirements of a contract]

Contract Number: _____

This Contract for Services (Contract) is entered into this _____ day of _____, 20____, by and between **Texas A&M University – Corpus Christi**, a member of The Texas A&M University System, an agency of the State of Texas (TAMU-CC), and _____ (Contractor), a _____ corporation having its’ principal place of business at _____.

WITNESSETH that the Contractor and TAMU-CC, in consideration of the mutual covenants, promises, and agreements herein contained, agree as follows:

1. SCOPE OF SERVICES:
[NOTE: THIS SECTION MAY BE FILLED OUT OR YOU MAY REFERENCE AN EXHIBIT AND ATTACH EXHIBIT WITH THIS AGREEMENT]

The scope of work includes that work that is outlined in Section____of the RFP XX-XXXX or the attached Exhibit A ”Statement of Work”

2. TERM OF THE CONTRACT: This Contract shall become effective upon final signature for an initial term of twelve (12) months. An option to renew on an annual basis may occur with executed renewal letters. Overall term will not exceed five (5) years.

3. COMPENSATION AND METHOD OF PAYMENT:

A. This Contract is for the total amount of _____ (\$_____).

[OR]

A. TAMU-CC shall compensate the Contractor for the services at the rate of \$ per (e.g., hour, day, week, semester).

B. In no event shall the Contractor be reimbursed for holidays, sick days, or time other than that actually spent providing the described service(s)

C. Payment will be made upon submittal and approval of the Payment Voucher(s) on State Funds, or the University's Invoice(s) on Non-State Funds that is (are) received. TAMU-CC shall process all invoices in compliance with State of Texas prompt payment laws.

Contractor shall submit invoices to:

Texas A&M University – Corpus Christi
attn.: Accounts Payable
6300 Ocean Drive, United #5733
Corpus Christi, Texas 78412
disburse@tamucc.edu

Copy of invoice to:

Texas A&M University – Corpus Christi
attn.: Business Coordinator
6300 Ocean Drive, _____
Corpus Christi, Texas 78412

D. Reimbursement for travel:

- (1) All travel and meals are part of this Contract. No reimbursement will be made.

[OR]

- (1) Business-related travel, lodging and/or meal expenses will be reimbursed by TAMU-CC according to the state of Texas rates, rules, and regulations (www.window.state.tx.us/procurement/prog/stmp/) in an amount not to exceed \$_____. Contractor is required to submit all travel receipts when requesting reimbursement. Under no circumstance will the Contractor be reimbursed for alcohol purchases. State travel rates are subject to change without notice and will be adjusted accordingly. Mileage rates will be calculated from point-to-point (Contractor's place of business to job site) using the State of Texas mileage. Should this Contract be renewed for an additional term, travel reimbursement amounts will be renegotiated at that time. For reimbursement of travel expenses, Contractor must submit an invoice- which must include supporting documents. Payment will be made to Contractor upon approval of such invoice by TAMU-CC. It is the policy of the state of Texas to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice, in conformance with the Texas Prompt Payment law. Generally, payment will be made on the 30th day unless a discount has been arranged for more immediate payment.

E. The total of all payments made against this Contract shall not exceed \$_____.

[§3.E. may be deleted if there are no reimbursable expenses (travel, etc.) that add to total of Contract under §3.A]

4. CONTRACT DOCUMENTS

The Contract Documents shall consist of the following (listed in order of precedence) and incorporated as part of this Contract:

- A. This Executed Contract;
- B. Exhibit "A" – Statement of Work;
- C. Exhibit "B" – The RFP and Addenda;
- D. Exhibit "C" – Contractor's Proposal; and,
- E. Exhibit "D" – Other Attachments.

5. VENUE: This Contract is performable in Nueces County, Texas. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against TAMU-CC shall be in the county in which the primary office of the chief executive officer of TAMU-CC is located. At the execution of this Contract, such county is Nueces County, Texas.

6. GOVERNING LAW: The validity of this Contract and all matters pertaining to this Contract, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.

7. SEVERABILITY: In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, and unenforceable provision has never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designated by such law or by regulation.

8. INSURANCE

- 1) Contractor 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 or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to TAMU-CC. By requiring such minimum insurance, the TAMU-CC shall not be deemed or construed to have assessed the risk that may be applicable to Contractor under this Agreement. Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader

coverage. Contractor 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. No policy will be canceled without unconditional written notice to TAMU-CC at least ten days before the effective date of the cancellation.

Insurance:

<u>Coverage</u>	<u>Limit</u>
A. <u>Worker’s Compensation</u>	
Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident
	\$1,000,000 Disease/Employee
	\$1,000,000 Disease/Policy Limit

Workers’ Compensation policy must include under on the information page of the workers’ compensation policy the state in which work is to be performed for Texas A&M University – Corpus Christi. Workers’ compensation insurance is required, and no “alternative” forms of insurance will be permitted.

B. Automobile Liability

Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage.

C. Commercial General Liability

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$ 300,000
Medical Payments	\$ 5,000

The required commercial general liability policy will be issued on a form that insures Contractor or its subcontractors’ liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

D. Contractor will deliver to TAMU-CC: Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by Contractor under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

All insurance policies, with the exception of worker's compensation, employer's liability and professional liability will be endorsed and name The Board of Regents for and on behalf of The Texas A&M University System, The Texas A&M University System and Texas A&M University – Corpus Christi as Additional Insureds up to the actual liability limits of the policies maintained by Contractor. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage. The Commercial General Liability Additional Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.

All insurance policies will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System, The Texas A&M University System and Texas A&M University – Corpus Christi. No policy will be canceled without unconditional written notice to Texas A&M University – Corpus Christi at least ten days before the effective date of the cancellation. All insurance policies will be endorsed to require the insurance carrier providing coverage to send notice to Texas A&M University – Corpus Christi ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required.

Any deductible or self-insured retention must be declared to and approved by Texas A&M University – Corpus Christi prior to the performance of any services by Contractor under this Agreement. Contractor is responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be delivered electronically to TAMU-CC's Contracts Administration at contracts@tamucc.edu.

The insurance coverage required by this Agreement will be kept in force until all services have been fully performed and accepted by Texas A&M University – Corpus Christi in writing.

[NOTE: PURSUANT TO SYSTEM POLICY 24.03, THE A&M SYSTEM RISK MANAGEMENT DEPARTMENT IS RESPONSIBLE FOR ASSESSING INSURABLE RISKS. CONTACT RISK MANAGEMENT FOR A RECOMMENDATION ON THE MOST APPROPRIATE COVERAGE.]

9. INDEPENDENT CONTRACTOR: Contractor is an independent contractor, and neither Contractor nor any employee of Contractor shall be deemed to be an agent or employee of TAMU- CC. TAMU-CC will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. Contractor shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to those of TAMU-CC relative to its performance under this Contract and its conduct on TAMU-CC premises.

10. ASSIGNMENT: This Contract is not assignable without express written agreement of TAMU-CC and Contractor.

11. INDEMNIFICATION: Contractor shall defend, indemnify and hold harmless TAMU-CC, all of

its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with or resulting from any acts or omissions of Contractor or any agent, employee or representative of Contractor in the execution or performance of this Contract.

12. **FORCE MAJEURE:** Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

13. **DISPUTE RESOLUTION:** **[ALTERNATIVE 1]** To the extent that Chapter 2260, *Texas Government Code*, is applicable to this Agreement, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TAMU-CC and Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. Contractor shall submit written notice of a claim of breach of contract under this Chapter to TAMU-CC Contracts Administration, who shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve the claim. This provision and nothing in this Agreement waives TAMU-CC's sovereign immunity to suit or liability and TAMU-CC has not waived its right to seek redress in the courts.

[ALTERNATIVE 2]

[NOTE: IF DEEMED APPROPRIATE AND/OR NECESSARY UNDER THE CIRCUMSTANCES CALL FOR MORE ELABORATE LANGUAGE, THE FOLLOWING WILL BE USED:]

The dispute resolution process provided for in Chapter 2260, *Texas Government Code*, shall be used, as further described herein, by TAMU-CC and Contractor to attempt to resolve any claim for breach of contract made by Contractor:

(A) Contractor's claims 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, *Texas Government Code*. To initiate the process, Contractor shall submit written notice, as required by subchapter B, to TAMU-CC Contracts Administration or authorized designee. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of Contractor and TAMU-CC otherwise entitled to notice under this Contract. Compliance by Contractor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, *Texas Government Code*.

(B) The contested case process provided in Chapter 2260, subchapter C, *Texas*

Government Code, is Contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by TAMU-CC 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 Chapter 107 of the *Texas Civil Practices and Remedies Code*. Neither the execution of this Contract by TAMU-CC nor any other conduct of any representative of TAMU-CC relating to this Contract shall be considered a waiver of sovereign immunity to suit.

The submission, processing and resolution of Contractor's claim is governed by the published rules adopted by the Office of the Attorney General pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found in the *Texas Administrative Code*.

Neither the non-occurrence nor occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by Contractor, in whole or in part.

13. STATE CONTRACTING REQUIREMENTS:

A. CHILD SUPPORT: 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 receive payments from state funds under an contract to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The *Texas Family Code* requires the following statement: "Under Section 231.006, *Texas 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."

B. DEBTS OR DELINQUENCIES: Pursuant to Section 2252.903, *Texas Government Code*, Contractor agrees that any payments owing to Contractor under this Contract may be applied directly toward certain debts or delinquencies that Contractor owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

C. FRANCHISE TAX CERTIFICATION: If Contractor is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then Contractor certifies that it is not currently delinquent in the payment of any franchise taxes or that Contractor is exempt from the payment of franchise taxes.

D. COMPENSATION FOR PREPARING BID SPECIFICATIONS: A state agency may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the bid or contract is based. The *Texas Government Code* requires the following statement: "Under Section 2155.004, *Texas Government Code*, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract

and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.”

E. **BUY TEXAS:** With respect to all goods purchased pursuant to this Contract, Contractor represents and warrants that goods produced in Texas will be given preference if the cost and quality are equal to the goods produced outside of Texas.

F. PUBLIC INFORMATION:

- (i) Contractor acknowledges that TAMU-CC is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.
- (ii) Upon TAMU-CC’s written request, Contractor will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of TAMU-CC.
- (iii) Contractor acknowledges that TAMU-CC may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code.
- (iv) The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this agreement and the Contractor agrees that the agreement can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

G. **LOSS OF FUNDING:** Performance by TAMU-CC under this Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the “Legislature”). If the Legislature fails to appropriate or allot the necessary funds, then TAMU-CC will issue written notice to Contractor and TAMU-CC may terminate this Contract without further duty or obligation hereunder. Contractor acknowledges that appropriation of funds is beyond the control of TAMU- CC.

H. **STATE AUDITOR’S OFFICE:** Contractor understands that acceptance of funds under this Contract constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, “Auditor”), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.

I. **HISTORICALLY UNDERUTILIZED BUSINESS:** Contractor represents and warrants that it shall comply with the Historically Underutilized Business requirements pursuant to Government Code, Chapter 2161.

J. **NON-WAIVER PROVISIONS:** Contractor expressly acknowledges TAMU-CC is an agency of the State of Texas and nothing in this Contract will be construed as a waiver or relinquishment by TAMU-CC of its right to claim such exemptions, privileges, and immunities as may be provided by law.

14. **NOTICES:** Any notices required or permitted under this Agreement must be in writing and will be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day

after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. The Parties may change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

TAMU-CC: Attention: Contracts Administration
 E-mail: contracts@tamucc.edu

Contractor: _____

 Attention: _____
 Telephone: _____
 Email: _____

15. DEFAULT AND TERMINATION:

A. In the event of substantial failure by Contractor to perform in accordance with the terms of this Contract, TAMU-CC may terminate this Contract upon fifteen (15) days written notice of termination setting forth the nature of the failure, provided that said failure is through no fault of TAMU-CC. The termination shall not be effective if the failure is fully cured prior to the end of the fifteen-day period.

B. TAMU-CC may, without cause, terminate this Contract at any time upon giving thirty (30) days advance notice to Contractor. Upon termination pursuant to this paragraph, Contractor shall be entitled to payment of such amount as shall compensate Contractor for the services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Contract, provided that Contractor shall deliver to TAMU-CC all completed, or partially completed, work and any and all documentation or other products and results of these services. 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 TAMU-CC. TAMU-CC shall not be required to reimburse Contractor for any services performed or expenses incurred after the date of termination notice.

C. If this Contract is terminated for any reason, TAMU-CC shall not be liable to Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination.

17. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL: To the extent that Texas Government Code, Chapter 2271 applies to this Contract, Contractor certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Contract. Contractor acknowledges this Contract may be terminated and payment withheld if this certification is inaccurate.

18. CERTIFICATION REGARDING BUSINESS WITH CERTAIN COUNTRIES AND ORGANIZATIONS: Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Contractor certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Contract may be terminated if this certification is inaccurate.

19. VERIFICATION REGARDING BOYCOTTING ENERGY COMPANIES: To the extent that Section 2274.002, Texas Government Code applies to this Contract, Contractor certifies (1) does not boycott energy companies and (2) will not boycott energy companies during the term of this Contract.

20. VERIFICATION REGARDING DISCRIMINATION AGAINST FIREARM ENTITIES and TRADE ASSOCIATIONS: To the extent that Section 2274.002, *Texas Government Code* applies to this Contract, Contractor certifies (1) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate against a firearm entity or firearm trade association during the term of this Contract.

21. RECORDS RETENTION: Contractor will preserve all contracting information, as defined under Texas Government Code, §552.003 (7), related to the Agreement for the duration of the Contract and for seven years after the conclusion of the Contract.

22. PROHIBITION ON CONTRACTS RELATED TO PERSONS INVOLVED IN HUMAN TRAFFICKING: Under Section 2155.0061, Government Code, the Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

23. NOT ELIGIBLE FOR REHIRE: Contractor is responsible for ensuring that its employees involved in any work being performed for TAMU-CC under this Agreement have not been designated as “Not Eligible for Rehire” as defined in System policy 32.02, *Discipline and Dismissal of Employees*, Section 4 (“NEFR Employee”). In the event TAMU-CC becomes aware that Contractor has a NEFR Employee involved in any work being performed under this Agreement, TAMU-CC will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by TAMU-CC.

24. LIMITATIONS: The Parties are aware that there are constitutional and statutory limitations on the authority of TAMU-CC (a State agency) to enter into certain terms and conditions of this Contract, including, but not limited to, those terms and conditions relating to liens on TAMU-CC’s property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys’ fees; dispute resolution; indemnities; and confidentiality (collectively, the “Limitations”), and terms and conditions related to the Limitations will not be binding on TAMU-CC except to the extent authorized by the Constitution and the laws of the State of Texas. Neither the execution of this Agreement by TAMU-CC nor any other conduct, action, or inaction of any representative of TAMU-CC relating to this Contract constitutes or is intended to constitute a waiver of TAMU-CC’s or the State’s sovereign immunity to suit.

25. CONFLICT OF INTEREST: By executing this Contract, Contractor and each person signing on behalf of Contractor 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 University System or The Texas A&M University System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The Texas A&M University System or its members, has direct or indirect financial interest in the award of this Contract, or in the services to which this Contract relates, or in any of the profits, real or potential, thereof.

26. ENTIRE AGREEMENT: This document constitutes the entire agreement between TAMU-CC and Contractor. This document supersedes all oral or written previous and contemporary understandings or agreements relating to matters contained herein. This Contract may not be amended or otherwise altered except by mutual agreement in writing signed by TAMU-CC and Contractor.

In WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

[insert Contractor Name]

Texas A&M University – Corpus Christi

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____



**TEXAS A&M UNIVERSITY – CORPUS CHRISTI
TERMS AND CONDITIONS**

**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 on the Invitation for Bid (IFB).
- 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 the 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 the IFB form. Each bid that is mailed should be placed in a separate envelope completely and properly identified. Instructions on reverse side, top center. Bids must be received by TAMU-CC 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 the IFB. When using a delivery service or hand delivering, which requires a street address, address is **Purchasing Department, 6300 Ocean Drive, Unit 5731, Corpus Christi, TX 78412**
- 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 TAMU-CC 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 an award. All cash discounts will be taken if earned.
- 1.8 Bids should have 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 the front side (upper right) of the IFB 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 TAMU-CC based on a written acceptable reason.
- 1.10 Purchases made for TAMU-CC’s use are exempt from the State Sales Tax and Federal Excise Tax. Do not include tax in the bid. Excise Tax Exemption Certificate will be furnished by TAMU-CC upon request.

- 1.11 TAMU-CC 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 TAMU-CC and to reject any and all bid items at the sole discretion of TAMU-CC. TAMU-CC 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 TAMU-CC. Any contract may also be extended up to three months at the sole discretion of TAMU-CC.
- 1.12 Consistent and continued tie bidding could cause rejection of bids by TAMU-CC and/or investigation for antitrust violations.
- 1.13 Check below if preference is claimed under TAC 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 Inquiries pertaining to IFBs must include the IFB number and opening da

2. SPECIFICATIONS

- 2.1 Any catalogue, 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 on other than reference, bid should show manufacturer, brand or trade name, and other description of the product offered. 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 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 TAMU-CC. 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 TAMU-CC bid number. Do not enclose in or attach bid to sample.
- 2.5 TAMU-CC 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 TAMU-CC'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 TAMU-CC. Bidder must keep TAMU-CC advised at all times of the status of the order. TAMU-CC has the right to extend delivery date if reasons appear valid. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes TAMU-CC 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 TAMU-CC.
- 4.4 Delivery shall be made during normal working hours only, unless prior approval for late delivery has been obtained from TAMU-CC.

5. INSPECTIONS AND TESTS

All goods will be subject to inspection and test by TAMU-CC to the extent practicable at all times and places. Authorized TAMU-CC 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 TAMU-CC'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 TAMU-CC 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 Nueces County, Texas.

7. PAYMENT

Vendor shall submit one copy of an itemized invoice showing order number and TAMU-CC purchase order number. TAMU-CC 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 bidder agrees to protect TAMU-CC from claims involving infringement of patents or copyrights.

9. BIDDER ASSIGNMENTS

Bidder 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 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 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 ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. §2155.004 prohibit 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 Tex. Bus. & Comm. 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 TAMU-CC, 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 TAMU-CC for any claims or liabilities resulting from the negligent acts or omissions of TAMU-CC 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, 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 the 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 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:

- 10.10 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 and that bidder 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 <http://www.epls.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.

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 bidder’s bid in response to the IFB 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 bidder’s 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.

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:

Name:	Social Security Number:
Name:	Social Security Number:
Name:	Social Security Number:

14. PROTEST PROCEDURES

Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation, evaluation, or award of a contract may formally protest to the Director of Purchasing for Texas A&M University-Corpus Christi in accordance with the University’s Purchasing Policy & Procedures Handbook at http://purchasing.tamucc.edu/purchasing_purchasing_policy.htm

15. NON-APPROPRIATION OF FUNDS

Any contract resulting from this IFB is subject to termination or cancellation, without penalty to TAMU-CC, either in whole or in part, subject to the availability of federal or state funds. TAMU-CC is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If TAMU-CC becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render TAMU-CC’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 same reasons. In the event of a termination or cancellation under this Section, TAMU-CC will not be liable to bidder for any damages, which are caused or associated with such termination, or cancellation and TAMU-CC will not be required to give prior notice.

16. FORCE MAJEURE

Neither bidder nor TAMU-CC 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 reasonable 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

A TAMU-CC 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 TAMU-CC must be mindful of these restrictions when interacting with public purchasers of TAMU-CC.

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 TAMU-CC. Should bidder subcontract any of the services required in this IFB, bidder expressly understands and acknowledges that in entering into such subcontract(s), TAMU-CC 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 in §2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to §2260, shall be used by TAMU-CC and bidder to attempt to resolve any claim for breach of contract made by bidder that cannot be resolved in the ordinary course of business. Bidder shall submit written notice of a claim of breach of contract under this Chapter to the Director of Purchasing of TAMU-CC, who shall examine bidder's claim and any counterclaim and negotiate with bidder in an effort to resolve the claim.

20. PROHIBITION ON CONTRACTS

To the extent that Texas Government Code, Chapter 2270 applies to this solicitation, Respondent certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of any resultant Agreement. Respondent acknowledges any resultant Agreement may be terminated and payment withheld if this certification is inaccurate

21. SERVICE AND PRODUCT ACCESSIBILITY STANDARDS

Vendor shall deliver all applicable services and products in reasonable compliance with accessibility standards (Web Content Accessibility Guidelines 2.0 Level AA) and requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206, §206.70 of the Texas Administrative Code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code. If Vendor becomes aware that the Vendor Services or products, or any portion thereof, do not comply, then Vendor shall, at no cost to Customer, either (1) perform all necessary remediation; (2) replace the noncompliant Services or products with compliant Services or products; or 3) the Customer may terminate the Contract. Vendor agrees to provide a current Voluntary Product Accessibility Template (VPAT) during the term of the Contract within thirty (30) days of a written request from Customer

