Texas A&M University-Corpus Christi is seeking qualified, vehicle service and repair facilities to perform automotive tune up and repair services as part of a series of public car care initiatives.

Open 4/9/2019 2:00 PM CDT  Type Invitation to Bid
Close 5/9/2019 2:00 PM CDT  Number TAMU-CC-ITB-1195
Sealed Until 5/9/2019 2:00 PM CDT  Currency US Dollar

Contacts
Candace Garcia
CANDACE.GARCIA@TAMUCC.EDU
Phone +1 361-825-3434

Commodity Codes
None Added

Description
Texas A&M University-Corpus Christi is seeking qualified, vehicle service and repair facilities to perform automotive tune up and repair services as part of a series of public car care initiatives. High polluting vehicles will be located and serviced at participating service outlets. The work required will be full inspection of vehicles’ emissions control systems, diagnosis and pre-approved repair of malfunctioning components, and overall adjustment.

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.

Section I: General Information
Attachment A Contact Information
Attachment B Pricing Sheet
Attachment C References
Attachment D Vendor Questionnaire
Attachment E Sample Contract
Attachment F Terms and Conditions

Prerequisites
There are no Prerequisites added to this event.

Buyer Attachments
1. TAMU-CC-ITB-1195
Questions

There are no Questions added to this event.
### Product Line Items

<table>
<thead>
<tr>
<th>#</th>
<th>Item Name, Commodity Code, Description</th>
<th>Allow Alternates</th>
<th>Qty.</th>
<th>UOM</th>
<th>Requested Delivery</th>
</tr>
</thead>
<tbody>
<tr>
<td>P1</td>
<td>Autocheck program repairs aimed at identifying and repairing vehicles not in compliance with clean air standards.</td>
<td>⭐️</td>
<td>12</td>
<td>MON - Months</td>
<td></td>
</tr>
</tbody>
</table>

78181507 - Automotive and light truck maintenance and repair | 5511

### Service Line Items

There are no Items added to this event.
INVITATION FOR BID

BID Number:

TAMU-CC-ITB-1195

VEHICLE INSPECTIONS OF EMISSION’S CONTROL SYSTEM AND REPAIR SERVICES

PROPOSAL MUST BE RECEIVED BEFORE:

2:00 p.m. Central Time on 05/09/2019

MAIL PROPOSAL TO:

Texas A&M University-Corpus Christi
TAMU-CC-IFB-1195
Purchasing Department
6300 Ocean Drive Unit 5731
Corpus Christi TX 78412-5731

HAND DELIVER AND/OR EXPRESS MAIL TO:

Texas A&M University-Corpus Christi
TAMU-CC-IFB-1195
Purchasing Building
6300 Ocean Drive Room 115A
Corpus Christi TX 78412

ONLINE SUBMISSION:

AggieBid Sourcing Opportunities

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: 04/08/2019

REFER INQUIRIES TO:

Candace Garcia
Texas A&M University-Corpus Christi
Purchasing Department
361-825-3434
Email: Candace.Garcia@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 tune up and repair services as part of a series of public car care initiatives. High polluting vehicles will be located and serviced at participating service outlets. The work required will be full inspection of vehicles’ emissions control systems, diagnosis and pre-approved repair of malfunctioning components, and overall adjustment.

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.

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 5 vehicles scheduled for completion in a single work day, either by full facility utilization or through dedicated technicians and bays. Vendor shall prepare a written work plan for each vehicle based on a full inspection. 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 post-repair emissions measurements are collected by the vendor or the Vehicle Emissions Program Manager.

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

Tailpipe emissions post-repair testing will require the vendor to have access to a 5-gas emissions analyzer.

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 that 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 measurable and significant emissions reductions. These reductions will be validated by comparing pre- and post-repair 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 January 4, 2020 through January 3, 2021. 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**

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.

**Coverage**

<table>
<thead>
<tr>
<th>A. Worker’s Compensation</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Statutory Benefits (Coverage A)</td>
<td>Statutory</td>
</tr>
<tr>
<td>Employers Liability (Coverage B)</td>
<td>$1,000,000 Each Accident</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 Disease/Employee</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 Disease/Policy Limit</td>
</tr>
</tbody>
</table>

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**

<table>
<thead>
<tr>
<th>Each Occurrence Limit</th>
<th>$1,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate Limit</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products / Completed Operations</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Personal / Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Damage to rented Premises</td>
<td>$300,000</td>
</tr>
<tr>
<td>Medical Payments</td>
<td>$5,000</td>
</tr>
</tbody>
</table>

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.
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 SCHEDULE OF EVENTS
The solicitation process for this bid will proceed according to the following schedule:
Texas A&M University-Corpus Christi reserves the right to change the dates shown below upon written notification.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue Bid</td>
<td>April 9, 2019</td>
</tr>
<tr>
<td>Deadline for Submission of Questions</td>
<td>April 17, 2019</td>
</tr>
<tr>
<td>Deadline for Last Addendum</td>
<td>April 25, 2019</td>
</tr>
<tr>
<td>Opening - <strong>2:00 p.m. Central Time</strong></td>
<td>May 9, 2019</td>
</tr>
<tr>
<td>Expected Award of Contract</td>
<td>September 1, 2019</td>
</tr>
<tr>
<td>Expected Contract Start Date</td>
<td>January 4, 2020</td>
</tr>
</tbody>
</table>

1.10 REVISIONS TO SCHEDULE
TAMU-CC reserves the right to change the dates in the schedule of events above upon written notification to prospective Respondents through a posting on the TAMU-CC purchasing website as an Addendum.

Purchasing Bid Opportunities:
http://adminservices.tamucc.edu//procurement_disbursements/Bid-opportunities.html
1.11 BID SUBMISSION
Bids will be accepted until 2:00 PM Central Standard Time on May 9, 2019 in room 115 of the Purchasing Building located on the campus of Texas A&M University-Corpus Christi or via the IslanderBuy portal. 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.

1.12 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**

<table>
<thead>
<tr>
<th>Business Name</th>
<th>Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fax</th>
<th>E-mail</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Web Site</th>
<th>Tax ID / Vendor EIN</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Signature / Title**

By signing, I certify that I am authorized to enter into this contract with Texas A&M University - Corpus Christi.
Please provide pricing for the following:

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General Labor Rate</td>
<td>$___________________________ /hr</td>
<td></td>
</tr>
<tr>
<td>Discount off list price for parts</td>
<td>___________________________ %</td>
<td></td>
</tr>
<tr>
<td>Shop Surcharge (if any)</td>
<td>$___________________________ /job</td>
<td></td>
</tr>
</tbody>
</table>

Please provide an estimated total cost (not including parts), and estimated (billable) hours for completion, for the following jobs:

<table>
<thead>
<tr>
<th>Job Description</th>
<th>Estimated Total Cost (not including parts)</th>
<th>Estimated Hours for Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>OBDII code scan and diagnostics</td>
<td>$__________/job</td>
<td>_____________ hrs</td>
</tr>
<tr>
<td>Fuel injector service</td>
<td>$__________/job</td>
<td>_____________ hrs</td>
</tr>
<tr>
<td>Throttle body cleaning</td>
<td>$__________/job</td>
<td>_____________ hrs</td>
</tr>
<tr>
<td>Upstream O2 sensor replacement</td>
<td>$__________/job</td>
<td>_____________ hrs</td>
</tr>
<tr>
<td>Spark plug and Wire replacement</td>
<td>$__________/job</td>
<td>_____________ hrs</td>
</tr>
<tr>
<td>Smoke test on EVAP system</td>
<td>$__________/job</td>
<td>_____________ hrs</td>
</tr>
</tbody>
</table>
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

<table>
<thead>
<tr>
<th>Location of Service Facility</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Number of Service Bays</th>
<th>Years in Service</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Number &amp; Types of ASE Certified Technicians</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Diagnostic Rate / Hour</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Repair Rate / Hour</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Ability to Perform Emissions Tests &amp; Types of Emissions Testing Equipment Used</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Average Duration of Emissions Related Repairs</th>
</tr>
</thead>
</table>
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 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 may not exceed five (5) years.

3. **COMPENSATION AND METHOD OF PAYMENT:**
   A. This Contract is for the sum 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 and the regulations of the Texas Comptroller’s Office.

Contractor shall submit invoices to: Contractor shall submit invoices to: 
Texas A&M University – Corpus Christi Texas A&M University – Corpus Christi 
attn.: Accounts Payable attn.: Business Coordinator 
6300 Ocean Drive, USC 121 6300 Ocean Drive, __________
Corpus Christi, Texas 78414 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 the 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 $____.
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:** If any part of this Contract shall be held illegal, unenforceable, or in conflict with any law, the validity of the remaining portions shall not be affected hereby.

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:

**Coverage** | **Limit**
---|---
A. **Worker’s Compensation** | Statutory
   - Statutory Benefits (Coverage A) | $1,000,000 Each Accident
   - Employers Liability (Coverage B) | $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, hand delivered, or 1st class mail to TAMU-CC’s Contracts Manager at 6300 Ocean Drive, MS 5731, Corpus Christi, Texas 78412 – 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 conduct on its premises.

10. ASSIGNMENT: This Contract is not assignable without express written agreement of TAMU-CC and Contractor.
11. **FORCE MAJEURE:** Neither party is required to perform any term, condition, or covenant of this Contract, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

12. **DISPUTE RESOLUTION:** [ALTERNATIVE 1] The dispute resolution process provided in Chapter 2260, *Texas Government Code,* 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 Director of Contracts of TAMU-CC, who shall examine Contractor’s claim and any counterclaim and negotiate with Contractor in an effort to resolve the claim.

[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 Director of Contracts. 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) 2260, subchapter C, *Texas Government Code.*

(C) 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.

(D) 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.

(a) 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.

(b) Upon TAMU-CC’s written request, Contractor will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under chapter 552, Texas Government Code, to Texas A&M University – Corpus Christi in a non-proprietary format acceptable to TAMU-CC. As used in this provision, “public information” has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which TAMU-CC has a right of access.

(c) 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.

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 notice required or permitted under this Contract must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonably means
and will be effective when actually received. TAMU-CC and Contractor can 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: 6300 Ocean Drive, MS 5731
Corpus Christi, Texas 78412
Attention: Contracts Administration
E-mail: contracts@tamucc.edu

Contractor: __________________________
______________________________
Attention: _________________
Phone: ( ) ________________
E-mail: ________________

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: By executing this Agreement, the Contractor certifies it does not and will not, during the performance of this contract, boycott Israel (Texas Government Code, §2270.002). Contractor acknowledges this Agreement may be terminated if this certification is inaccurate.

18. CERTIFICATION REGARDING BUSINESSES 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 Agreement may be terminated if this certification is inaccurate.
19. **CONFLICT OF INTEREST:** By executing this Agreement, 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 Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

20. **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 Agreement, 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 Agreement constitutes or is intended to constitute a waiver of TAMU-CC’s or the State’s sovereign immunity to suit.

21. **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.

**CONTRACTOR:**

| By: __________________________ | By: __________________________ |
| Name: _______________________ | Name: _______________________ |
| Title: ________________________ | Title: ________________________ |
| Dated: ________________________ | Dated: ________________________ |

**TEXAS A&M UNIVERSITY**

- **CORPUS CHRISTI**

---

Vehicle Inspections of Emission’s Control System and Repair Services Bid TAMU-CC-ITB-1195   Page 20 of 26
[ADD THE FOLLOWING AFTER NON-WAIVER PROVISIONS, IF APPLICABLE:]

**Previous Employment:** Contractor acknowledges and understands that Section 2252.901, *Texas Government Code*, prohibits TAMU-CC from using state appropriated funds to enter into any employment contract, consulting contract, or professional services contract with any individual who has been previously employed, as an employee, by the agency within the past twelve (12) months. If Contractor is an individual, by signing this Contract, Contractor certifies that Section 2252.901, *Texas Government Code*, does not prohibit the use of state appropriated funds for satisfying the payment obligations herein.

**Access by Individuals with Disabilities:**
[NOTE: TO THE EXTENT THAT CONTRACTOR PROVIDES ELECTRONIC AND INFORMATION RESOURCES AND ALL ASSOCIATED INFORMATION, DOCUMENTATION, AND SUPPORT, THE FOLLOWING PARAGRAPH SHOULD BE INSERTED:]

Contractor represents and warrants that the electronic and information resources and all associated information, documentation, and support that it provides to TAMU-CC under this Contract (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, §206.70 of the *Texas Administrative Code* (as authorized by Chapter 2054, Subchapter M of the *Texas Government Code*.) To the extent Contractor becomes aware that the EIRs, or any portion thereof, do not comply, then Contractor represents and warrants that it will, at no cost to TAMU-CC, either (1) perform all necessary remediation or (2) replace the EIRs with new EIRs. In the event that Contractor fails or is unable to do so, then TAMU-CC may terminate this Contract and Contractor will refund to TAMU-CC all amounts TAMU-CC has paid under this Contract within thirty (30) days after the termination date.
ATTACHMENT F
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.

1.3 Bids should be submitted on the IFB form. 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.

1.4 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.

1.5 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 78412-5731.

1.6 Late or unsigned bids will not be considered under any circumstances.

1.7 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.

1.8 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.

1.9 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

1.10 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.

1.11 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.

1.12 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.

1.13 Consistent and continued tie bidding could cause rejection of bids by TAMU-CC and/or investigation for antitrust violations.

1.14 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
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 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 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 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.

10.11 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:

<table>
<thead>
<tr>
<th>Name:</th>
<th>Social Security Number:</th>
</tr>
</thead>
<tbody>
<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, 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/assets/Purchasing%20Forms/Policy%20and%20Procedures%20Handbook

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.