

# INVITATION FOR BID – RETURN SEALED BIDS TO:

MAIL BID TO:  
 TEXAS A&M UNIVERSITY— CORPUS CHRISTI  
 6300 OCEAN DRIVE  
 UNIT 5731  
 CORPUS CHRISTI, TX 78412-5731  
 PHONE 361-825-2617  
 FAX 361-825-2772

10/02/2009

Page 1

## BIDDER MUST SIGN BELOW

FAILURE TO SIGN WILL DISQUALIFY BID

\_\_\_\_\_  
 AUTHORIZED SIGNATURE

\_\_\_\_\_  
 PRINT OR TYPE NAME

\_\_\_\_\_  
 TITLE

\_\_\_\_\_  
 DATE

HAND DELIVER BIDS TO:  
 TEXAS A&M UNIVERSITY— CORPUS CHRISTI  
 6300 OCEAN DRIVE  
 PURCHASING ROOM 115A  
 CORPUS CHRISTI, TX 78412

OPENING DATE: 10/14/2009

at 2:00PM (CST)

BID NO: B000007

SHOW OPENING DATE AND BID  
 INVITATION NUMBER ON THE FAX  
 COVERSHEET OR THE LOWER LEFT  
 HAND CORNER OF THE SEALED  
 ENVELOPE. PLEASE SHOW RETURN  
 ADDRESS OF FIRM.

VENDOR AGREES TO COMPLY WITH  
 ALL CONDITIONS BELOW AND ON  
 PAGE 2 OF THIS BID.

**BID TO BE "F.O.B. AGENCY RECEIVING ROOM  
 FREIGHT PREPAID AND ALLOWED" UNLESS  
 OTHERWISE SPECIFIED BELOW**

DESTINATION OF GOODS:

TEXAS A&M UNIV-CORPUS CHRISTI  
 TAMU-CC CENTRAL RECEIVING  
 PHYSICAL PLANT  
 6300 OCEAN DRIVE, UNIT 5872  
 CORPUS CHRISTI TX 78412-5872

VENDOR ID NUMBER: \_\_\_\_\_

SEE INSTRUCTIONS 1.8 ON NEXT PAGE FOR VENDOR ID NUMBER

Historically Underutilized Business certified by GSC - Please specify  BLK  HSP  W/O  A/P  AI

By signing this bid, bidder certifies that if a Texas address is shown as the address of the bidder, bidder qualifies as a Texas Resident Bidder as defined in Rule 1 TAC 111.2.

State law provides you the right to request, receive, review and correct information about yourself collected by this form. Contact: Yolanda.Lopez@mail.tamucco.edu or 361-825-5767.

Item	Description	Quantity	UOM	Unit Price	Ext Price
CMK	<p>THE DISPUTE RESOLUTION PROCESS PROVIDED FOR IN CHAPTER 2260 OF THE TEXAS GOVERNMENT CODE MUST BE USED BY THE TEXAS A&amp;M UNIVERSITY-CORPUS CHRISTI AND THE CONTRACTOR TO ATTEMPT TO RESOLVE ALL DISPUTES ARISING UNDER THIS CONTRACT. THE DESIGNATED INDIV. RESPONSIBLE ON BEHALF OF TEXAS A&amp;M UNIVERSITY-CORPUS CHRISTI FOR EXAMINING ANY CLAIM OR COUNTERCLAIM AND CONDUCTING ANY NEGOTIATIONS THERETO AS REQUIRED UNDER CHAPTER 2260.052, SUBTITLE F, TITLE 10 OF THE GOVERNMENT CODE SHALL BE JUDY HARRAL.</p> <p>TERMS: NET 30                      VENDOR TO SUBMIT FOLLOWING INFORMATION:                      VENDOR NAME, TIN, PURCHASE ORDER NUMBER,                      DESCRIPTION OF ITEMS, TOTAL DOLLAR AMOUNT</p> <p>UNDER SECTION 2155.004 GOVERNMENT CODE (RELATING TO COLLECTION OF STATE AND LOCAL SALES AND USE TAXES) THE VENDOR CERTIFIES THAT THE INDIVIDUAL OR BUSINESS ENTITY NAMED IN THIS BID IS NOT INELIGIBLE TO RECEIVE THE SPECIFIED CONTRACT AND ACKNOWLEDGES THAT THIS CONTRACT MAY BE TERMINATED AND/OR PAYMENT WITHHELD IF THIS CERTIFICATION IS INACCURATE.</p> <p>THE VENDOR 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.</p> <p>BIDDER CERTIFIES THAT THEY ARE IN COMPLIANCE WITH SECTION 618.001 OF THE GOVERNMENT CODE RELATING TO CONTRACTING WITH THE EXECUTIVE</p>				

**TERMS:** \_\_\_\_\_ **FOB DESTINATION, FREIGHT PREPAID AND ALLOWED TOTAL** \_\_\_\_\_

**DELIVERY IN** \_\_\_\_\_ **DAYS**

Check below if preference claimed under Rule 1 TAC 113.8

- Supplies, materials, equipment, or services produced in TX/ offered by TX bidders
- Agricultural products produced or grown in TX
- Agricultural products and services offered by TX bidders
- USA produced supplies, materials, or equipment
- Other (See 1.13 on next page)

*Candace M. Kreshi*  
 PURCHASING AGENT FOR TEXAS A&M UNIVERSITY-CORPUS CHRISTI

TEXAS A&M UNIVERSITY—CORPUS CHRISTI  
 6300 OCEAN DRIVE  
 PURCHASING ROOM 115A  
 CORPUS CHRISTI, TX 78412  
 PHONE 361-825-2617 FAX 361-825-2772

BID OPENING: 10/14/2009  
 B000007  
 BID NO:  
 VENDOR:

Item	Description	Quantity	UOM	Unit Price	Ext Price
	<p>HEAD OF A STATE AGENCY. IF SECTION 618.001 APPLIES, BIDDER WILL COMPLETE THE FOLLOWING INFORMATION IN ORDER FOR THE BID TO BE EVALUATED:</p> <p>NAME OF FORMER EXECUTIVE:                      NAME OF STATE AGENCY:                      DATE OF SEPARATION FROM STATE AGENCY:                      POSITION WITH BIDDER:                      DATE OF EMPLOYMENT WITH BIDDER:</p> <p>BIDDER AFFIRMATION 10.11 :                      BIDDER AGREES TO COMPLY WITH GOVERNMENT CODE 2155.441, PERTAINING TO SERVICE CONTRACT USE OF PRODUCTS PRODUCED IN THE STATE OF TEXAS.</p> <p>TEXAS A&amp;M UNIVERSITY - CORPUS CHRISTI IS SEEKING QUALIFIED VENDORS TO PARTICIPATE IN THE BIDDING PROCESS FOR THE PROCUREMENT OF FIRE ALARM SYSTEMS TESTING AND INSPECTION OF CAMPUS BUILDINGS FIRE ALARM MONITORING SYSTEMS.</p> <p>BIDS WILL BE ACCEPTED UNTIL 2:00 PM CENTRAL TIME ON OCTOBER 14, 2009 IN ROOM 115 OF THE PURCHASING BUILDING.</p> <p>FAXED BIDS WILL BE ACCEPTED BUT MUST INCLUDE A COVER SHEET CONTAINING THE BID NUMBER, OPENING DATE AND NUMBER OF PAGES.</p> <p>IT IS THE BIDDER'S RESPONSIBILITY TO ENSURE THAT THEIR BID ARRIVES ON TIME. TO CONFIRM RECEIPT OF YOUR BID PLEASE CALL 361-825-2617</p> <p>ALL QUESTIONS CONCERNING THIS BID MUST BE IN WRITING AND FAXED TO 361-825-2772 OR SENT BY E-MAIL TO PRISCILDA.GARZA@TAMUCC.EDU</p> <p>VERBAL RESPONSES TO QUESTIONS ARE NON-BINDING</p> <p>CONTACT OSCAR CONTRERAS AT 361-825-2421 TO ARRANGE A SITE VISIT.</p> <p>TEXAS A&amp;M UNIVERSITY-CORPUS CHRISTI ENTHUSIASTICALLY ENCOURAGES HISTORICALLY UNDERUTILIZED BUSINESS (HUB) TO PARTICIPATE IN THIS BIDDING PROCESS. TEXAS A&amp;M UNIVERSITY-CORPUS CHRISTI IS REQUIRED BY LAW TO ASSIST VENDORS IN THE PROCUREMENT PROCESS OF GOODS AND SERVICES. FOR MORE INFORMATION ON THE HUB PROGRAM AND HOW TO BECOME CERTIFIED THROUGH THE STATE OF TEXAS, VENDORS MAY VISIT THE WEB SITE  <a href="http://www.window.state.tx.us/procurement/">HTTP://WWW.WINDOW.STATE.TX.US/PROCUREMENT/</a></p> <p>IF YOU DO NOT WISH TO PARTICIPATE IN THE BIDDING PROCESS, PLEASE WRITE "NO BID" ON THE FIRST SHEET OF THE BID DOCUMENT AND FAX TO 361-825-2772</p> <p>ATTACHMENTS INCLUDED WITH THIS BID PACKAGE</p>				

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BID OPENING: 10/14/2009  
 B000007  
 BID NO:  
 VENDOR:

Item	Description	Quantity	UOM	Unit Price	Ext Price
1	<p>ATTACHMENT A - SPECIFICATIONS</p> <p>BASIS OF AWARD: BID AWARD WILL BE BASED ON "BEST VALUE" DETERMINED BY TEXAS A&amp;M UNIVERSITY-CORPUS CHRISTI AND TO INCLUDE ONE OR ALL OF THE FOLLOWING CRITERIA:</p> <ol style="list-style-type: none"> <li>1. QUALITY OF GOODS AND SERVICES</li> <li>2. VENDOR'S DEMONSTRATED CAPABILITY AND RESPONSIBILITY</li> <li>3. DELIVERY TIME</li> <li>4. RESPONSE TIME</li> <li>5. COMPLIANCE WITH APPLICABLE STATE STANDARDS</li> <li>6. FACTORS, OTHER THAN PRICE, THAT TEXAS A&amp;M UNIVERSITY-CORPUS CHRISTI WILL CONSIDER IN DETERMINING WHICH BID OFFERS BEST VALUE FOR THE AGENCY.</li> </ol> <p>WARRANTY/GUARANTEE CLAUSE: THE ACT OF SUBMITTING A BID SHALL INDICATE VENDOR'S ACCEPTANCE OF THE FOLLOWING GUARANTEES:</p> <p>A. WARRANTY THAT THE EQUIPMENT OFFERED IS FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP AND AGREES TO REPAIR OR REPLACE PROMPTLY ON A ONE FOR ONE BASIS WITHOUT ADDITIONAL COST TO TEXAS A&amp;M UNIVERSITY-CORPUS CHRISTI OR OTHER USER ENTITY COVERED BY THE CONTRACT, DURING THE PERIOD OF WARRANTY (AND MAINTENANCE SERVICE IF SO ORDERED), ANY AND ALL ITEMS FAILING, EXCEPTING THOSE FAILURES ATTRIBUTABLE TO ACCIDENT, FIRE, OR NEGLIGENCE ON THE PART OF OPERATING (USING) PERSONNEL</p> <p>NEITHER THE FINAL PAYMENT NOR ANY PROVISION OF THE CONTRACT DOCUMENTS SHALL RELIEVE THE VENDOR OF RESPONSIBILITY FOR FAULTY MATERIALS, DESIGN, WORKMANSHIP, MANUFACTURE OR ASSEMBLY. IF THE VENDOR AFTER DUE NOTICE FAILS TO PROCEED PROMPTLY TO COMPLY WITH THE TERMS OF THE WARRANTY/GUARANTEE TEXAS A&amp;M UNIVERSITY-CORPUS CHRISTI, MAY, AT ITS OPTION, HAVE THE DEFECTS CORRECTED OR ITEMS REPLACED FROM THE BEST AVAILABLE SOURCE AND THE VENDOR AND/OR ITS SURETY SHALL BE LIABLE FOR ALL EXPENSES INCURRED</p> <p>INVITATION TO BID TO PERFORM FIRE ALARM TESTING ON CAMPUS BUILDINGS AS PER SPECIFICATIONS CONTAINED IN ATTACHMENT "A"</p>	1	LOT		

CMK

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

**1. BIDDING REQUIREMENTS**

- 1.1 Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1.2 Pricing must be quoted on a "per unit" basis, extended as indicated. Any trade discounts included must be itemized and deducted from extended prices. Unit Prices shall govern in the event of extension errors. Bidder guarantees product or service offered will meet or exceed specifications included as part of this Invitation for Bid.
- 1.3 Bids should be submitted on this form. Each bid that is mailed should be placed in a separate envelope completely and properly identified. Instructions on reverse side, top center. Bids must be received by the A&M on or before the hour and date specified for the bid opening.
- 1.4 When sending bids via the U.S. Postal Service, use the address on the front of this Invitation for Bid. When using a delivery service or hand delivering, which requires a street address, address is 6300 Ocean Drive, Purchasing Room 115A, Corpus Christi, TX 78412-5731.
- 1.5 Late bids will not be considered under any circumstances.
- 1.6 Bids should be quoted "F.O.B. destination, freight prepaid and allowed". If quoting freight otherwise, show exact delivery cost and who bears cost if not included in unit price.
- 1.7 Bid prices are requested to be firm for A&M acceptance within 30 days of bid opening date. "Discount from list" bids are not acceptable unless requested. Cash discount will not be considered in determining the low bid. All cash discounts will be taken if earned.
- 1.8 Bids should give Vendor ID Number, full name and address of bidder (enter in the block provided if not shown). Failure to sign bid will disqualify it. Person signing bid should show title or authority to bind his or her firm in a contract. Firm name should appear on each page of a bid, in the block provided in the upper right hand corner. The Vendor ID Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. Enter this number in the spaces provided on the front side (upper right) if it is not printed. If this number is not known, complete the following: 1. Enter your Federal Employer Identification Number. 2. Sole owner should also enter Social Security Number.
- 1.9 Bid cannot be altered or amended after opening time. Any alterations made before opening time should be initiated by bidder or authorized agent of bidder. No bid can be withdrawn after opening time without approval by the TEXAS A&M UNIVERSITY-CORPUS CHRISTI based on a written acceptable reason.
- 1.10 Purchases made for TEXAS A&M UNIVERSITY-CORPUS CHRISTI use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise tax Exemption Certificate will be furnished by TEXAS A&M UNIVERSITY-CORPUS CHRISTI upon request.
- 1.11 TEXAS A&M UNIVERSITY-CORPUS CHRISTI reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the State.
- 1.12 Consistent and continued tie bidding could cause rejection of bids by TEXAS A&M UNIVERSITY-CORPUS CHRISTI and/or investigation for antitrust violations.
- 1.13 Other preferences as defined in Rule 1 TAC 113.8 (check any that are applicable)
  - Products of persons with mental or physical disabilities
  - Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
  - Energy efficient products
  - Rubberized asphalt paving material
  - Recycled motor oil and lubricants
  - Products produced at facilities located on formerly contaminated property
  - Products and services from economically depressed or lighted areas
- 1.14 The fax number for FAX submission of bids is 361-825-2772. This is the only number that will be used for the receipt of bids. TEXAS A&M UNIVERSITY-CORPUS CHRISTI shall not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered.
- 1.15 Inquiries pertaining to IFBs must include the IFB number and opening date.

**2. SPECIFICATIONS**

- 2.1 Any catalogue, brand name or manufacturer's reference used in the Invitation for Bid is descriptive only (not restrictive), and is used to indicate type and quality desired. Bids on brands of like nature and quality will be considered unless otherwise specified. If bidding on other than reference, bid should show manufacturer, brand or trade name, and other description of the product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the bid. If bidder takes an exception to specifications or reference data in his or her bid, bidder will be required to furnish brand names, numbers, etc., as specified in the Invitation for Bid (IFB).
- 2.2 All items shall be new and unused, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in IFB. Oral agreements to the contrary will not be recognized.
- 2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 2.4 Samples, when requested, must be furnished free of expense to TEXAS A&M UNIVERSITY-CORPUS CHRISTI. If not destroyed in an examination, they will be returned to the bidder, upon request, at bidder's expense. Each sample should be marked with bidder's name and address, and TEXAS A&M UNIVERSITY-CORPUS CHRISTI bid number. Do not enclose in or attach bid to sample.

- 2.5 TEXAS A&M UNIVERSITY-CORPUS CHRISTI will not be bound by any oral statement or representation contrary to the written specifications of this IFB.
- 2.6 Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.
- 3. **TIE BIDS** - In case of tie bids, the award will be made in accordance with Rule 1 TAC Section 113.6 (b) (3) and 113.8 (Preferences).
- 4. **DELIVERY**
- 4.1 Bid should show number of days required to place material in receiving agency's designated location under normal conditions. Failure to state delivery time obligates supplier to complete delivery in 14 calendar days. Unreasonably short or long delivery promises may cause bid to be disregarded.
- 4.2 If delay is foreseen, supplier shall give written notice to TEXAS A&M UNIVERSITY-CORPUS CHRISTI. TEXAS A&M UNIVERSITY-CORPUS CHRISTI has the right to extend delivery date if reasons appear valid. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes TEXAS A&M UNIVERSITY-CORPUS CHRISTI to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting supplier.
- 4.3 No substitutions or cancellation permitted without written approval of the TEXAS A&M UNIVERSITY-CORPUS CHRISTI.
- 4.4 Delivery shall be made during normal working hours only, unless prior approval for late delivery has been obtained from TEXAS A&M UNIVERSITY-CORPUS CHRISTI.
- 5. **INSPECTION AND TESTS** - All goods will be subject to inspection and test by TEXAS A&M UNIVERSITY-CORPUS CHRISTI to the extent practicable at all times and places. Authorized TEXAS A&M UNIVERSITY-CORPUS CHRISTI personnel shall have access to any supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the cost of the testing shall be borne by the supplier. Goods which have been delivered and rejected in whole or in part may, at TEXAS A&M UNIVERSITY-CORPUS CHRISTI's option, be returned to the supplier or held for disposition at supplier's risk and expense. Latent defects may result in revocation of acceptance.
- 6. **AWARD OF CONTRACT** - A response to an IFB is an offer to contract with TEXAS A&M UNIVERSITY-CORPUS CHRISTI based upon the terms, conditions and specifications contained in the IFB. Bids do not become contracts until they are accepted and an authorized purchase order is issued. The contract shall be governed, construed and interpreted under the laws of the State of Texas.
- 7. **PAYMENT** - Supplier shall submit one copy of an itemized invoice showing order number and agency purchase order number. TEXAS A&M UNIVERSITY-CORPUS CHRISTI will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice.
- 8. **PATENTS OR COPYRIGHTS** - The supplier agrees to protect TEXAS A&M UNIVERSITY-CORPUS CHRISTI from claims involving infringement of patents or copyrights.
- 9. **SUPPLIER ASSIGNMENTS** - Supplier hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and which arise under the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967).
- 10. **BIDDER AFFIRMATION** - Signing this bid with a false statement is a material breach of contract and shall void the submitted bid or any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that:
  - 10.1 The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.
  - 10.2 The bidder is not currently delinquent in the payment of any franchise tax owed the State of Texas.
  - 10.3 Pursuant to Section 2155.004 Government Code, relating to collection of state and local sales and use taxes, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
  - 10.4 Neither the bidder nor the firm, corporation, partnership or institution represented by the bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal Antitrust Laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
  - 10.5 The bidder has not received compensation for participation in the preparation of the specifications for this IFB.
  - 10.6 The supplier shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, from any acts or omissions of supplier or any agent, employee, subcontractor, or supplier of supplier in the execution or performance of this purchase order.
  - 10.7 Bidder agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

- 10.8 Bidder certifies that they are in compliance with section 618.003 of the Government Code, relating to contracting with executive head of a State agency. If section 618.003 applies, bidder will complete the following information in order for the bid to be evaluated.
  - Name of Former Executive: \_\_\_\_\_
  - Name of State Agency: \_\_\_\_\_
  - Date of Separation from State Agency: \_\_\_\_\_
  - Position with Bidder: \_\_\_\_\_
  - Date of Employment with Bidder: \_\_\_\_\_
- 10.9 Bidder agrees to comply with Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.
- 10.10 Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract awards.
- 11. **NOTE TO BIDDERS** - Any terms and conditions attached to a bid will not be considered unless the bidder specifically refers to them on the front of this bid form.
 

**WARNING: Such terms and conditions may result in disqualification of the bid (e.g. bids with the laws of a State other than Texas, requirements for prepayment, limitations on remedies, etc.**
- 12. **PUBLIC INFORMATION ACT** - Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act").
- 13. **TEXAS FAMILY CODE SECTION 231.006** - Ineligibility to Receive State Grants or Loans, or Receive Bids or Payments on State Contracts.
  - (a) A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to:
    - (1) receive payments from state funds under a contract to provide property, materials, or services; or
    - (2) receive a state-funded grant or loan.
  - (b) A child support obligor or business entity ineligible to receive payments under Subsection (a) remains ineligible until:
    - (1) all arrearages have been paid; or
    - (2) the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.
  - (c) Pursuant to Section 231.006 (c), Family Code, bid should include name and Social Security number of each person with at least 25% ownership of the business entity submitting the bid. Bidders that have pre-registered this information on the TBPC Centralized Master Bidders List have satisfied this requirement. If not pre-registered, attach name & social security number for each person. Otherwise this information must be provided prior to contract award.
  - (d) Pursuant to Section 231.006, Family Code, re: 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 this contract may be terminated and payment may be withheld if this certification is inaccurate.
  - (e) If a state agency determines that an individual or business entity holding a state contract is ineligible to receive payment under Section (a) the contract may be terminated.
  - (f) If the certificate required under Subsection (d) is shown to be false, the vendor is liable to the state for attorney's fees, the costs necessary to complete the contract, including the cost of advertising and awarding a second contract, and any other damages provided by law or contract.

Added by Acts 1995, 74<sup>th</sup> Leg., ch. 20, Sec. 1, eff. April 20, 1995.  
Amended by Acts 1995, 74<sup>th</sup> Leg., ch. 751, Sec. 62, eff. Sept. 1, 1995.
- 14. **ALTERNATIVE DISPUTE RESOLUTION** - The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by Texas A&M University-Corpus Christi, and the Vendor to attempt to resolve any claim for breach of contract made by Vendor.
  - (a) Vendor's claim for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Texas Government Code. To initiate the process, Vendor shall submit written notice, as required by subchapter B, to Director of Purchasing, Judy Harrel. Said notice shall also be given to all other representatives of Texas A&M -Corpus Christi and Vendor otherwise entitled to notice under the parties' contract. Compliance by Vendor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Texas Government Code.
  - (b) The contested case process provided in Chapter 2260, subchapter C, of the Texas Government Code is Vendor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by Texas A&M University-Corpus Christi if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.
  - (c) Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Ch. 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by Texas A&M University-Corpus Christi nor any conduct of any representative of Texas A&M University-Corpus Christi thereafter shall be considered a waiver of sovereign immunity to sue.
    - (1) The submission, processing, and resolution of Vendor's claim is governed by the published rules as adopted by the Office of the Attorney General of the State of Texas pursuant to Chapter 2260 as currently effective, hereafter enacted or subsequently amended.
    - (2) Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of the performance by Vendor, in whole or in part.
    - (3) The designated individual responsible on behalf of Texas A&M University-Corpus Christi for examining any claim or counterclaim and conducting any negotiations related thereto, as required under 2260.052 of the Texas Government Code shall be Director of Purchasing, Judy Harrel.