INVITATION FOR BID – RETURN SEALED BIDS TO:
TEXAS A&M UNIVERSITY-CORPUS CHRISTI
PURCHASING DEPARTMENT
6300 Ocean Drive, Unit 5731
Corpus Christi, TX 78412-5731
Phone: (361) 825-2617
Fax: (361) 825-2772

QUOTE FOB DESTINATION

BID OPENING: 05/31/2016 at 2:00 PM
BID #: B600003

BID FOR AGENCY RECEIVING DOCK UNLESS OTHERWISE SPECIFIED

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

Authorized Signature
Print Name: ____________________________
Title: ____________________________ Date: __________________

SHOW BID OPENING DATE AND BID INVITATION
NUMBER IN THE LOWER LEFT HAND CORNER OF
SEALED ENVELOPE AND SHOW RETURN
ADDRESS OF FIRM.

BIDDER AGREES TO COMPLY WITH ALL
CONDITIONS BELOW AND THE TERMS AND
CONDITIONS FOUND ON THE PURCHASING
WEBSITE: http://purchasing.tamucc.edu

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>UOM</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
</table>
| 1    | TEXAS A&M UNIVERSITY-CORPUS CHRISTI (TAMU-CC) is seeking qualified vendors to participate in the bidding process for the procurement of printing of Island Waves Student Newspaper. Term of contract shall begin September 1, 2016 and ending August 31, 2017 with an option to renew for an additional four (4) one (1) year periods. See formal bid additional specifications. See attachment A, B, C, and D. PRICING SHEET ON ATTACHMENT C. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by the Texas A&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&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. TERMS: NET 30 VENDOR TO SUBMIT FOLLOWING INFORMATION: VENDOR NAME, TIN, PURCHASE ORDER NUMBER, DESCRIPTION OF ITEMS, TOTAL DOLLAR AMOUNT UNDER SECTION 2155.004 GOVERNMENT CODE (RELATING TO COLLECTION OF STATE AND LOCAL SALES AND USE TAXES) THE VENDOR CERTIFIES THAT

NDO

Check below if preference claimed under Rule 1 TAC 113.8

( ) Texas produced supplies, materials or equipment ( ) Texas agricultural products
( ) USA produced supplies, materials or equipment ( ) Recycled material product
( ) Historically Underutilized Business certified by TPASS. Please specify: JBLK ( ) H ( ) W/O ( ) AS ( ) 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 113.8.

TERMS:

FOB: DESTINATION
Delivery in ______ days
Cash Discount ______ % ________ days
INVITATION FOR BID – RETURN SEALED BIDS TO:  
TEXAS A&M UNIVERSITY-CORPUS CHRISTI  
PURCHASING DEPARTMENT  
6300 Ocean Drive, Unit 5731  
Corpus Christi, TX 78512-5731  

Phone: (361) 825-2617  
Fax: (361) 825-2772  

6/16/2016  
Page 2  

Bidder MUST Sign Below  
Failure to Sign will Disqualify Bid  
(Refer to Purchasing Website – Terms & Conditions 1.8)  

Company Name and Address:  

Authorized Signature  
Print Name:  
Title:  
Date:  

Show Bid Opening Date and Bid Invitation  
Number in the lower left hand corner of  
Sealed Envelope and Show Return  
Address of Firm.  

Bidder agrees to comply with all  
Conditions below and the terms and  
Conditions found on the purchasing  
Website: http://purchasing.tamucc.edu  

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quant.</th>
<th>UOM</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
</table>
| 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.  

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.  

BIDDER CERTIFIES THAT THEY ARE IN COMPLIANCE WITH SECTION 618.001 OF THE GOVERNMENT CODE RELATING TO CONTRACTING WITH THE EXECUTIVE HEAD OF A STATE AGENCY. IF SECTION 618.001 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:  

BIDDER AFFIRMATION 10.07:  
BIDDER AGREES TO COMPLY WITH GOVERNMENT CODE 2155.441, PERTAINING TO SERVICE CONTRACT USE OF PRODUCTS PRODUCED IN THE STATE OF TEXAS.  

VENDOR AGREES TO COMPLY WITH ALL CONDITIONS IN THIS PURCHASE ORDER AND THE PO TERMS AND CONDITIONS FOUND ON THE PURCHASING WEBSITE:  
HTTP://PURCHASING.TAMUCC.EDU  

NDO  

Check below if preference claimed under Rule 1 TAC 113.8  
( ) Texas produced supplies, materials or equipment  
( ) Texas agricultural products  
( ) USA produced supplies, materials or equipment  
( ) Recycled material product  
( ) Historically Underutilized Business certified by TPASS. Please specify ( ) BLK ( ) HI ( ) WO ( ) AS ( ) 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 113.8.  

Terms:  

FOB: DESTINATION  
Delivery in __________ days  
Cash Discount __________% ________ days  

( ) }
INVITATION FOR BID – RETURN SEALED BIDS TO:
TEXAS A&M UNIVERSITY-CORPUS CHRISTI
PURCHASING DEPARTMENT
6300 Ocean Drive, Unit 5731
Corpus Christi, TX 78512-5731
Phone: (361) 825-2617
Fax: (361) 825-2772

Bidder MUST Sign Below
Failure to Sign will Disqualify Bid
(Refer to Purchasing Website – Terms & Conditions 1.8)

Company Name and Address:

Authorized Signature
Print Name: ___________________________ Date: ___________________________
Title: ______________________ Date: ___________________________

SHOW BID OPENING DATE AND BID INVITATION NUMBER IN THE LOWER LEFT HAND CORNER OF SEALED ENVELOPE AND SHOW RETURN ADDRESS OF FIRM.

BIDDER AGREES TO COMPLY WITH ALL CONDITIONS BELOW AND THE TERMS AND CONDITIONS FOUND ON THE PURCHASING WEBSITE: http://purchasing.tamucc.edu

QUOTE FOB DESTINATION

BID OPENING: 05/31/2016 at 2:00 PM
BID #: B600003
BID FOR AGENCY RECEIVING DOCK UNLESS OTHERWISE SPECIFIED

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

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<th>Unit Price</th>
<th>Extended Price</th>
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<td>TEXAS A&amp;M UNIVERSITY-CORPUS CHRISTI (TAMU-CC) IS SEEKING QUALIFIED VENDORS TO PARTICIPATE IN THE BIDDING PROCESS FOR THE PROCUREMENT OF PRINTING OF ISLAND WAVES STUDENT NEWSPAPER</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

****BIDS MUST BE SIGNED AND RETURNED ON OUR BID FORMS. FAILURE TO DO SO SHALL RESULT IN YOUR BID BEING DISQUALIFIED. SEE TERMS AND CONDITIONS ATTACHED. (ATTACHMENT A) FOR BIDDING REQUIREMENTS AND INSTRUCTIONS ON SUBMITTING YOUR BID.**************

BIDS WILL BE ACCEPTED UNTIL 2:00 PM CENTRAL DAYLIGHT SAVINGS TIME IN ROOM 115 OF THE PURCHASING BUILDING LOCATED ON THE CAMPUS OF TAMU-CC ON MAY 31, 2016.

IT IS THE RESPONSIBILITY OF THE VENDOR TO ENSURE THAT THEIR BID ARRIVES PRIOR TO 2:00 PM. BIDDER'S MAY CALL 361-825 2617 TO VERIFY RECEIPT OF THEIR BID. NO LATE BIDS WILL BE ACCEPTED. LATE BIDS WILL BE RETURNED TO VENDOR UNOPENED.

BIDS MAY BE MAILED OR HAND DELIVERED TO:
TEXAS A&M UNIVERSITY-CORPUS CHRISTI
BID NO. B600003 – PRINTING OF ISLAND WAVES STUDENT NEWSPAPER
6300 OCEAN DRIVE UNIT 5731
CORPUS CHRISTI, TX 78412-5731

************FAXED BIDS WILL NOT BE ACCEPTED****
BIDS WILL BE OPENED AT 2:00 PM CENTRAL TIME IN ROOM 110 OF THE PURCHASING BUILDING

NDO

Check below if preference claimed under Rule 1 TAC 113.B

( ) Texas produced supplies, materials or equipment
( ) Texas agricultural products
( ) USA produced supplies, materials or equipment
( ) Recycled material product
( ) Historically Underutilized Business certified by TPASS. Please specify: ( ) HUB ( ) HU ( ) W.O. ( ) AS ( ) 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 113.B.

TERMS:
FOB: DESTINATION
Delivery in _______ days
Cash Discount _______ % _______ days
INVITATION FOR BID – RETURN SEALED BIDS TO:
TEXAS A&M UNIVERSITY-CORPUS CHRISTI
PURCHASING DEPARTMENT
6300 Ocean Drive, Unit 5731
Corpus Christi, TX 78512-5731
Phone: (361) 825-2617
Fax: (361) 825-2772

BID OPENING: 05/31/2016 at 2:00 PM
BID #: B600003

QUOTE FOB DESTINATION

BID FOR AGENCY RECEIVING DOCK UNLESS OTHERWISE SPECIFIED

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

Show Bid Opening Date and Bid Invitation Number in the Lower Left Hand Corner of Sealed Envelope and Show Return Address of Firm.

Authorized Signature
Print Name: ___________________________ Date: ___________________________
Title: ___________________________ Date: ___________________________

BIDDER AGREES TO COMPLY WITH ALL CONDITIONS BELOW AND THE TERMS AND CONDITIONS FOUND ON THE PURCHASING WEBSITE: http://purchasing.tamucc.edu

Item | Description | Quantity | UOM | Unit Price | Extended Price
--- | --- | --- | --- | --- | ---

ON 05/31/2016.

ALL QUESTIONS MUST BE SUBMITTED IN WRITING TO NELLY DOMINGUEZ, BUYER, EITHER BY EMAIL TO NERVIDA.DOMINGUEZ@TAMUCC.EDU OR FAX 361-825-2772. ANSWERS TO ALL QUESTIONS WILL BE MADE IN THE FORM OF AN ADDENDA AND POSTED TO HTTP://PURCHASING.TAMUCC.EDU/. LISTED UNDER BID OPPORTUNITIES.

BASIS OF AWARD: BID AWARD WILL BE BASED ON "BEST VALUE" DETERMINED BY TAMU-CC AND TO INCLUDE ONE OR ALL OF THE FOLLOWING CRITERIA:
1. PRICE
2. QUALITY OF GOODS AND SERVICES
3. VENDORS' DEMONSTRATED CAPABILITY AND RESPONSIBILITY
4. DELIVERY TIME AND RESPONSE TIME
5. COMPLIANCE WITH APPLICABLE STATE STANDARDS.
6. ANY OTHER FACTOR RELEVANT TO DETERMINING THE BEST VALUE FOR THE UNIVERSITY IN THE CONTEXT OF A PARTICULAR ACQUISITION THAT IS SUFFICIENTLY DESCRIBED IN A SOLICITATION INSTRUMENT.

BEST VALUE AS DEFINED BY EDUCATION CODE 51.9335

TEXAS A&M UNIVERSITY – CORPUS CHRISTI
ENTHUSIASTICALLY ENCOURAGES HISTORICALLY UNDERUTILIZED BUSINESS (HUB) TO PARTICIPATE IN THIS BIDDING PROCESS. TAMU-CC IS REQUIRED BY LAW TO ASSIST VENDORS IN THE PROCUREMENT PROCESS OF GOODS AND SERVICES. FOR MORE INFORMATION ON THE HUB PROGRAM.

NDO

Check below if preference claimed under Rule 1 TAC 113.8
( ) Texas produced supplies, materials or equipment ( ) Texas agricultural products
( ) USA produced supplies, materials or equipment ( ) Recycled material product
( ) Historically Underutilized Business certified by TPASS. Please specify: { } BLK { } HUB { } WO { } AG { } 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 113.8.

TERMS:
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PURCHASING DEPARTMENT  
6300 Ocean Drive, Unit 5731  
Corpus Christi, TX 78512-5731  
Phone: (361) 825-2617  
Fax: (361) 825-2772

QUOTE FOB DESTINATION

BID OPENING: 05/31/2016 at 2:00 PM

BID #: B600003

BID FOB AGENCY RECEIVING DOCK UNLESS OTHERWISE SPECIFIED

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

Authorized Signature
Print Name: _____________________ Date: ________________
Title: ___________________ Date: ________________

SHOW BID OPENING DATE AND BID INVITATION NUMBER IN THE LOWER LEFT HAND CORNER OF SEALED ENVELOPE AND SHOW RETURN ADDRESS OF FIRM.

BIDDER AGREES TO COMPLY WITH ALL CONDITIONS BELOW AND THE TERMS AND CONDITIONS FOUND ON THE PURCHASING WEBSITE: http://purchasing.tamucc.edu

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</tr>
</thead>
<tbody>
<tr>
<td>AND HOW TO BECOME CERTIFIED THROUGH THE STATE OF TEXAS, VENDORS MAY VISIT THE WEB SITE <a href="HTTP://WWW.CPA.STATE.TX.US/PROCUREMENT/">HTTP://WWW.CPA.STATE.TX.US/PROCUREMENT/</a> OR CONTACT WILL HOBART, DIRECTOR OF PROCUREMENT AND DISBURSEMENTS AT 361-825-2616 WARRANTY/GUARANTEE CLAUSE: THE ACT OF SUBMITTING A BID SHALL INDICATE VENDORS ACCEPTANCE OF THE FOLLOWING GUARANTEES: 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 TAMU-CC OR OTHER USER ENTITY COVERED</td>
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</tr>
</tbody>
</table>

NDO

Check below if preference claimed under Rule 1 TAC 113.8

( ) Texas produced supplies, materials or equipment  ( ) Texas agricultural products
( ) USA produced supplies, materials or equipment  ( ) Recycled material product
( ) Historically Underutilized Business certified by TPASS. Please specify: ( ) DBE ( ) HUB ( ) WOS ( ) AS ( ) AL

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 113.6.

TERMS:

FOB: DESTINATION
Delivery in ___________ days
Cash Discount _____________ % ___________ days
Attachment “A”
Specification
Printing of Islander Waves Student Newspaper

TEXAS A&M UNIVERSITY-CORPUS CHRISTI
PURCHASING DEPARTMENT
6300 OCEAN DRIVE, Unit 5731
CORPUS CHRISTI, TX 78412-5731

Formal Bid Additional Specifications

FORMAL BID MUST BE RECEIVED BEFORE:

2:00 p.m. Central Time on May 31, 2016

Texas A&M University-Corpus Christi (TAMU-CC) is seeking qualified vendors to participate in the bidding process for the procurement of printing of Island Waves Student Newspaper.

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. SCOPE
1.1 General: The Island Waves student newspaper is solely produced by students of Texas A&M University-Corpus Christi. The quality of publishing is of utmost importance as the students’ submit their work annually to the Texas Intercollegiate Press Association for competition.
If vendor takes exception to any of the Terms and Conditions listed, vendor must include all exceptions with Request for Proposal. Failure to note any exceptions will be taken as an agreement to all terms and conditions as listed.

2. PRINTING

- 2,000 copies per issue to be published for each issue on newsprint. Accepting bids for both: tabloid format (10”x10” or comparable size), and broadsheet.
- Bid for (weekly) Thirty issues per academic year and (bi-weekly) 15 issues per year.
- Bids for weekly tabloid to include, two 16-page issues, and twenty-eight 12-page issues. Bids for weekly broadsheet to include two 8-page issues, and twenty-eight 6-page issues.
- Bids for bi-weekly tabloid to include thirteen 12-page issues and two 16-page issues.
- Bids for bi-weekly broadsheet to include thirteen 6-page issues and two 8-page issues.
- Full color front/back and/or middle spread.
- Work will be submitted electronically to vendor via FTP.
- Printer must be able to support Adobe InDesign CS4 and/or Adobe PDF files.
- If Island Waves upgrades software, vendor must be able to upgrade as well.

3. QUALITY OF SERVICES PERFORMED:

3.1 If there is an error with printing or print quality not caused by Island Waves, then vendor will provide a 15% discount on invoice.

4. DELIVERY

- 2,000 copies to be delivered to:
  - Texas A&M University-Corpus Christi
  - Island Waves Student Newspaper
  - 6300 Ocean Drive
  - Classroom East First-Floor lobby (signed for in CE 216)
  - Corpus Christi, TX 78412

Copies must be delivered to above address by 8am on Thursdays on weeks of publication.

- Copies should be bundled in quantities of 100.
  Delivery fee will be waived should the newspaper not be delivered on time (8am on Thursday the week of publication)
- Publication schedule for each renewal period will be submitted to the awarded vendor in July prior to the next academic year.
5. INVOICING

• Original invoice will be mailed to:
  a. Texas A&M University-Corpus Christi
     6300 Ocean Drive, Unit 5733
     Corpus Christi, TX 78412-5733

And, invoice sent electronically to wendy.moore@tamucc.edu.

6. TERMS OF CONTRACT

• This service shall be for a period of one year beginning on September 1, 2016, and ending on August 31, 2017. 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.

7. INSURANCE

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

Indemnification - The Vendor shall agree to indemnify and save harmless the state, its agents and employees from all suits, actions or claims and from all liability and damages for any and all injuries or damages sustained by any person or property in consequence of any negligence in the performance of this contract by the Vendor and from any claims or amounts arising or recoverable under the "Workers Compensation Laws", Chapter 101, VTCA, Civil Practice and Remedies Code, (Texas Tort Claim Act) or any other laws.

The Vendor shall further so indemnify and be responsible for all damages or injury to property of any character occurring and prosecution of the work resulting from any act, omission, neglect or misconduct of the Vendor, his/her agent and employees, in the manner or method of executing the work; or from failure to properly execute the work; or from defective work or materials. He/she shall not be released from these responsibilities until all claims have been settled and suitable evidence to that effect furnished to Texas A&M University–Corpus Christi.

NOTE TO BIDDERS:

AWARD 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 is final.

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.

Proposal Requirements

- **Submissions**: Respondents shall submit one (1) original hard copy and Six (6) thumb drives of the bid.

**Note**: You must submit pricing on Attachment “C”. Failure to do so may result in disqualification of your Bid.
QUESTIONS:

Any questions or concerns regarding this Invitation for Bid shall be directed to: Nereida Dominguez, Buyer.

All questions must be in by May 23, 2016. Any questions after the deadline will not be accepted to meet the May 31, 2016 opening date.

Nereida Dominguez  
Buyer  
Texas A&M University-Corpus Christi  
Purchasing Department  
361-825-3434

Email: nereida.dominguez@tamucc.edu

SUBSTITUTE W-9 FORM:
Texas A&M University-Corpus Christi is required to have a “Substitute W-9 on file for any payments or purchase order to be made to be issued.

The form is available for download at the following link and may be submitted with your response.

http://purchasing.tamucc.edu/accounts_payable/online_forms.html

DIRECT DEPOSIT:
All vendors are encouraged to sign up for direct deposit. The direct deposit form may be downloaded from:

http://purchasing.tamucc.edu/accounts_payable/online_forms.html

VENDOR’S TELEPHONE NUMBER: ____________________________

VENDOR’S FAX NUMBER: ____________________________
ATTACHMENT “B”

References

List below other organizations (users of similar size and structure to Texas A&M University-Corpus Christi preferred) for which these or similar services have been provided:

List must include a contact name and current phone number.

Company Name
___________________________________________________

Address:
___________________________________________________

City, State, Zip code:
___________________________________________________

Contact Person:
___________________________________________________

Telephone Number:
___________________________________________________

Dates of Service:
___________________________________________________

Company Name
___________________________________________________

Address:
___________________________________________________

City, State, Zip code:
___________________________________________________

Contact Person:
___________________________________________________
ATTACHMENT “B”

References

Telephone Number: ________________________________________________

Dates of Service: ________________________________________________

Company Name

______________________________________________________________

Address: _______________________________________________________

City, State, Zip code: ____________________________________________

Contact Person: ________________________________________________

Telephone Number: ____________________________________________

Dates of Service: ______________________________________________
## Attachment “C”

### Pricing

**Option 1: Newsprint-Tabloid**

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**Option 2: Bi-Weekly Newsprint-Tabloid**

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<tbody>
<tr>
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<td></td>
</tr>
<tr>
<td>16-page tabloid</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Delivery</td>
<td>15</td>
<td></td>
</tr>
</tbody>
</table>

**Option 3: Weekly Newsprint-Broadsheet**

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</tr>
<tr>
<td>8-page broadsheet</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Delivery</td>
<td>30</td>
<td></td>
</tr>
</tbody>
</table>
Attachment “C”

Pricing

Option 4: Bi-Weekly Newsprint-Broadsheet

<table>
<thead>
<tr>
<th></th>
<th>Qty</th>
<th>Unit Cost</th>
<th>Extended Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>6-page broadsheet</td>
<td>13</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8-page broadsheet</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Delivery</td>
<td>15</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Please state what time and day of the week you will need to have the file in order to meet our Thursday distribution ________________________________.

Please state the day and time you would need file in order to meet our Thursday distribution ________________________________.
Attachment “D”

Texas A&M University Corpus Christi

CONTRACT FOR SERVICES
[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

The effective date of this Contract is ____________ and the Contract shall terminate on ____________.

3. COMPENSATION AND METHODS 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.

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Page 1 of 11
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 (http://www.window.state.tx.us//procurement/proc/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 chart. 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 date of any final acceptance of performance or the receipt of a properly supported 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) attached to 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 the 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, 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 risk 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:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A. Worker's Compensation</strong></td>
<td></td>
</tr>
<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 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.

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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>Limit</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Occurrence Limit</td>
<td>$1,000,000</td>
</tr>
<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>$30,000</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.

*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 in full force until all services have been fully performed and accepted by Texas A&M University – Corpus Christi in writing.

NOTE: PURSUANT TO SYSTEM POLICY 24.0, 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 their premises.

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

11. INDEMNIFICATION: Contractor shall defend, indemnify and hold harmless TAMU-CC, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with or resulting from any acts or omissions of Contractor or any agent, employee or representative of Contractor in the execution or performance of this Contract.

12. FORCE MAJEURE: Neither party 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.

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13. 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 NOT 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 to the 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 TAMU-CC and Contractor otherwise entitled to notice under this Contract. Compliance by Contractor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, Texas Government Code.

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

(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,

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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.

14. 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 323, Tex. 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 is 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 21.9335(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.

15. 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
Attention: Director of Contracts and Property
E-mail: contracts@tamucc.edu

Contractor:

Attention: ____________________________
Phone: ( ) ____________________________
Fax: ( ) ______________________________
E-mail: _______________________________

16. 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.

(Template effective 11/7/14)
17. **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: __________________________
Name: ________________________
Title: _________________________
Dated: ________________________

**TEXAS A&M UNIVERSITY**
- **CORPORUS CHRISTI**

By: __________________________
Name: ________________________
Title: _________________________
Date: _________________________

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[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 259, 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 (i) perform all necessary remediation of or 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.
TEXAS A&M UNIVERSITY-CORPUS CHRISTI
TERMS AND CONDITIONS

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

1. BIDDING REQUIREMENTS:

1.1 Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of 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 this IFB. If a price quotation is submitted as part of the bid, the quotation must be referenced on the bid document and signed by the bidder to establish formal linkage to the bid.

1.3 Bids should be submitted on the IFB. Each bid that is mailed should be placed in a separate envelope completely and properly identified. Instructions on reverse side, top center. Bids must be received by TAMU-CC on or before the hour and date specified for the bid opening.

1.4 When sending bids via the U.S. Postal Service, use the address on the front of the IFB. When using a delivery service or hand delivering, which requires a street address, address is Texas A&M University-Corpus Christi, Purchasing Department, 6300 Ocean Drive, Unit 5731, Corpus Christi, TX 78412.

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

1.6 Bids should be quoted “F.O.B. destination, freight prepaid and allowed.” If quoting freight otherwise, show exact delivery cost and who bears cost if not included in unit price.

1.7 Bid prices are requested to be firm for TAMU-CC acceptance within 30 days of bid opening date. “Discount from list” bids are not acceptable unless requested. Cash discount will not be considered in determining 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 initialed by bidder or authorized agent of bidder. No bid can be withdrawn after opening time without approval by TAMU-CC based on a written acceptable reason.

1.10 Purchases made for TAMU-CC’s use are exempt from the State Sales Tax and Federal Excise Tax. Do not include tax in bid. Excise Tax Exemption Certificate is available upon request.

1.11 TAMU-CC reserves the right to make an award on the basis of low line item bid, low total of line items, or in any other combination that will serve the best interest of TAMU-CC and to reject any and all bids submitted at the sole discretion of TAMU-CC. TAMUC-CC also reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of TAMU-CC. Any contract may also be extended up to three months at the sole discretion of TAMU-CC.

1.12 Consistent and continued tie bidding could cause rejection of bids by TAMU-CC and/or investigation for antitrust violations.
1.13 Check below if preference is claimed under TAC Title 34, Part 1, Chapter 20, Subchapter C, Section §20.38

- Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
- Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
- Agricultural products grown in Texas
- Agricultural products offered by a Texas bidder
- Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
- Services offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
- Texas Vegetation Native to the Region
- USA produced supplies, materials or equipment
- Products of persons with mental or physical disabilities
- Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- Energy efficient products
- Rubberized asphalt paving material
- Recycled motor oil and lubricants
- Products produced at facilities located on formerly contaminated property
- Products and services from economically depressed or blighted areas
- Vendors that meet or exceed air quality standards
- Recycled or Reused Computer Equipment of Other Manufacturers
- Foods of Higher Nutritional Value

1.14 The telephone number for FAX submission of bids is (361) 825-2772. This is the only number that will be used for the receipt of bids. TAMU-CC 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 FB must include the IFB number and opening date.

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 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 fails to take 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 calendar days required to place material in receiving agency’s designated location under normal conditions. Failure to state delivery time obligates supplier to complete delivery in 14 calendar days. Unrealistically short or long delivery promises may cause bid to be disregarded.
4.2 If delay is foreseen, vendor shall give written notice to TAMUC-CC. Bidders must keep TAMU-CC advised at all times of the status of the order. TAMUC-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 vendor.

4.3 No substitutions or cancellation permitted without written approval of the TAMU-CC.

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 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 supplier. Goods which have been delivered and rejected in whole or in part may, at TAMU-CC’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 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 the Texas Education Code, Title 3, Chapter A, Section 51.9335, shall also be considered in making an award when specified. Any legal actions must be filed in Nueces County.

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. (1979), and which arise under the antitrust laws of the State of TexasTEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967).

10. BIDDER AFFIRMATION:
Signing this IFB with a false statement is a material breach or 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 Under §2155.004, Texas Government Code, the bidder certifies that the individual or business entity named in this bid or any contract resulting from this IFB is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. §2155.004 prohibit a person or entity from receiving a state contract if they received compensation for participating in preparing the solicitation or specifications for the contract.

10.4 Pursuant to 15 U.S.C. §1, et seq. and Tex. Bus. & Comm. Code §15.01, et seq. neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

10.5 The bidder shall defend, indemnify, and hold harmless TAMU-CC, all of its officers, agents, contractors, and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, from any acts or omissions of vendor or any agent, employee, subcontractor, or supplier of vendor in the execution or performance of any contract with
Vendor resulting from this IFB. Bidder shall coordinate its defense with Texas Attorney General as requested by the Texas A&M University System, Office of the General Counsel. This section is not intended to and shall not be construed to require bidder to indemnify or hold harmless the State or TAMU-CC for any claims or liabilities resulting from the negligent acts or omissions of TAMU-CC or its employees.

10.6 Bidder agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

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

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

10.9 Bidder certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State Agency. If section 669.003 applies, bidder will complete the following information in order for the bid to be evaluated:

Name of Former Executive:
Name of State Agency:
Date of Separation from State Agency:
Position with Bidder:
Date of Employment with Bidder:

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

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

10.12 Sections 2155.006 and 2261.053, Texas Government Code, prohibit state agencies from awarding contracts to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by §418.004, Texas Government Code, occurring after September 24, 2005. Under §2155.006, Texas Government Code, bidder certifies that the individual or business entity named in its bid is not ineligible to receive a contract and acknowledges that any contract resulting from this IFB may be terminated and payment withheld if this certification is inaccurate.

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

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:

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

15. NON-APPROPRIATION OF FUNDS
Any contract resulting from this IFB is subject to termination or cancellation, without penalty to TAMU-CC, either in whole or in part, subject to the availability of federal or state funds. TAMU-CC is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If TAMU-CC becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render TAMU-CC’s or bidder’s delivery or performance under the contract impossible or unnecessary, the contract will be terminated and 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 reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such Force Majeure, or otherwise waive this right as a defense.

17. CONFLICT OF INTEREST
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.