

DIVISION OF FINANCE
Procurement Services



REQUEST FOR PROPOSAL

RFP TAMU 20-1917
Safety Program Evaluation and Enhancement

PROPOSAL MUST BE RECEIVED BEFORE:

TUESDAY, JANUARY 21, 2020 AT 2:00 P.M. (CST)

MAIL PROPOSAL TO:

Texas A&M University
Procurement Services
P. O. Box 30013
College Station, TX 77842-3013

HAND DELIVER AND/OR EXPRESS MAIL TO:

Texas A&M University
Procurement Services
Agronomy Road
1477 TAMU
College Station, TX 77843-1477

Show RFP Number, Opening Date and Time on Return Envelope

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

Sealed proposals will be received until the date and time established for receipt.

REFER INQUIRIES TO:

Clyde Oberg
Assistant Director
Procurement Services
Texas A&M University
979-845-1042
Email: co@tamu.edu

Table of Contents

SECTION 1.	INTRODUCTION	4
1.1	Introduction and Executive Overview	4
1.2	Brief History	4
1.3	Respondent Responsibility	4
1.4	Final Review & Approval	4
SECTION 2.	SPECIFICATIONS AND REQUIREMENTS	5-6
2.1	Scope of Work	5
SECTION 3.	REQUIREMENTS	7
3.1	Statement of Qualifications	7
SECTION 4.	EVALUATION CRITERIA	8
4.1	Selection Criteria.....	8
4.2	Evaluation & Selection.....	8
SECTION 5.	RFP QUESTIONNAIRE/PRICING	9
5.1	Pricing	9
SECTION 6.	GENERAL INFORMATION	10-11
6.1	Submittal Deadline and Location	10
6.2	Deadline For Questions	10
6.3	Proposal Components.....	10
6.4	Texas A&M Contacts.....	10
6.5	Definitions	11
6.6	Inquiries and Interpretations.....	11
6.7	Electronic State Business Daily	11
6.8	Terms and Conditions	11
SECTION 7	GENERAL TERMS AND CONDITIONS	12-14
7.1	General	12
7.2	Time of Performance.....	12
7.3	Default.....	12
7.4	Termination	12
7.5	Agreement Amendments.....	13
7.6	Independent Vendor Status	13
7.7	Right to Audit.....	13
7.8	Sales and Use Tax	13
7.9	Observance of Texas A&M Rules and Regulations	13
7.10	Non-Disclosure	13
7.11	Publicity	13
7.12	Severability	14
7.13	Non-Waiver of Defaults	14
7.14	Governing Law	14
7.15	Dispute Resolution.....	14
7.16	Indemnification	14
7.17	Other Benefits	14
7.18	Texas Public Information Act	14
7.19	Intellectual Property	14

SECTION 8	CONTRACTUAL REQUIREMENTS	15-16
8.1	Historically Underutilized Businesses.....	15
8.2	Insurance Requirements	15
8.3	Bonds	15
8.4	Parking	15
8.5	Payment.....	15
SECTION 9	EXECUTION OF OFFER	17-18
9.1	Proposer Affirmation	17
9.2	Texas Family Code Section 231.006.....	17
9.3	Substitute W-9.....	18
9.4	Direct Deposit	18
9.5	Signature	18
SECTION 10.	NON COLLUSION AFFIDAVIT	19

ATTACHMENTS

APPENDIX A – INSURANCE REQUIREMENTS

SECTION 1 INTRODUCTION

1.1 Introduction and Executive Overview

UES is requesting proposals from qualified safety consulting firms for the evaluation and enhancement of the safety program currently in effect within the UES department, with a goal of developing an improved comprehensive UES safety program.

1.2 Brief History

Texas A&M University (Texas A&M) Utilities & Energy Services (UES) provides utilities and energy management services for the A&M System flagship teaching and research campus located in College Station, TX, providing essential services to over 50,000 full-time students, with 12,000 of those students living on campus, in addition to faculty, staff, contractors, and visitors.

Services provided by UES include the production, distribution, metering, cost recovery, and management of campus electrical power, chilled water (for cooling), thermal storage, hot water (for both heating and domestic water), steam, domestic water, wastewater collection & treatment, solid waste and recycling, and storm water systems. UES also manages energy usage and optimization through extensive utility metering and monitoring, building automation management, and an energy stewardship program.

UES manages a large, industrial Central Utility Plant (CUP), where all electrical power and high pressure steam for campus use is generated, three satellite utility plants (SUP1, SUP2, SUP3), a wastewater treatment facility, and numerous other smaller campus production and distribution facilities. In addition, UES has staff working throughout close to 500 campus facilities, and 20 million gross square feet of conditioned space, while operating and maintaining building automation systems for the regulation of environmental conditions (temperature, humidity, air flow and balance).

1.3 Respondent Responsibility

By submitting responses, each respondent certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of the work to be performed, the detailed requirements of the services to be provided, and the conditions under which the services are to be performed. Each respondent also certifies that it understands that all costs relating to preparing and responding to this RFP will be the sole responsibility of the Respondent.

Please contact Clyde Oberg, Assistant Director, at 979-845-1042 or via email at co@tamu.edu with any questions.

1.4 Final Review and Approval

The review and approval of RFPs is a multi-step process which requires variable amounts of time. Responders are advised that the projected dates listed below may be modified by and at the sole discretion of Texas A&M.

Tentative Timetable

Release of RFP	Wednesday, December 18, 2019
Deadline for Questions	Tuesday, January 7, 2020 by 5:00 PM
Distribution of Addendum and Responses to Questions	Thursday, January 9, 2020 by 5:00 PM
Deadline for Receipt of Proposals	TUESDAY, JANUARY 21, 2020 BY 2:00 PM
Formal Execution of Agreement	TBD*

*It is Texas A&M University’s intent to award this project as soon as possible following the evaluation of submitted proposals and completion of all contractual agreements.

Please note that Texas A&M University will be closed for the Christmas Holidays beginning at noon on Friday, December 20, 2019. We will re-open on Thursday, January 2, 2020 at 8:00 AM.

SECTION 2 SPECIFICATIONS

2.1 Scope of Work

Evaluation and enhancement of the UES safety program will be conducted in two phases. Firms should submit a specific scope of work, proposed schedule for completion, and firm price to complete Phase 1 (as described below). Phase 2 work scope will be determined based on the results of Phase 1, so a detailed price is not required for Phase 2. However, submitting firms should provide a fee structure and estimated cost for preparing an action plan and assisting with an implementation plan as referenced below under the Phase 2 description.

Phase 1 – Perform an evaluation of the existing UES safety program, including review of guidelines, policies, procedures, training, etc. related to safety. Utilize a gap analysis method to identify any deficiencies and opportunities for improvement of the safety program. Make recommendations regarding which components of the program need revision and which new components are recommended to enhance and ensure a comprehensive program. Consider safety training needs, safety audit tools, data tracking and reporting tools, personal protective equipment requirements, inspection needs, standard operating procedures for facilities and equipment, and recommended key performance indicators (KPI's). Information gathered during the Phase 1 evaluation should be used to create recommendations for improvement for the UES safety program. The Phase 1 deliverable will include a documented list of specific recommendations for improvement, addressing the each identified deficiency or gap.

Phase 2 – Recommendations for improvement identified in Phase 1 will be considered by UES management, with review and input from Texas A&M Environmental Health & Safety (EHS). The selected firm may be requested to prepare a recommended action plan for implementation of all or part of proposed improvements from the Phase 1 evaluation. The selected firm may also be requested to assist with implementation of a resulting action plan for safety program improvements, and include a proposed methodology for effective accomplishment.

The following outline of existing UES safety programs is intended to provide background information to assist in preparation of proposals:

Current Written Safety & Training Programs

- Occupational Health Management System
- Incident Notification, Reporting and Investigation
- New Employee Safety Orientation
- Safety Training Matrix
- Energy Isolation Procedure (Lock Out/Tag Out)
- Arc Flash/Electrical Safety
- Hazard Communications
- CPR/AED Training
- Fire Extinguisher Training
- Job Safety Analysis (JSA)
- Fall Protection
- Personal Protective Equipment
- Crane Operations and Rigging
- Confined Spaces
- Slow Moving Vehicle
- Hearing Conservation
- Forklift
- Asbestos Awareness
- Respiratory Protection
- Bloodborne Pathogens
- Excavation & Trenching
- Emergency Response/Evacuation Plan for CUP and UCO
- Utility Locates
- Work Hours Management

- Spill Response
- Oil Container Inspections
- Contractor Safety Management
- Visitor/Contractor Safety Orientation

Tracking and Reporting

- Near Miss Incidents – have been tracked and in some cases investigated since 2008, but not often reported as a Key Performance Indicator (KPI)
- Minor Injuries/Lost Time Injuries
- Safety Objectives Scorecard (KPI's) – not a current process, but could include number and type of inspections performed monthly, weekly, annually
- Safety Meeting Attendance – weekly workgroup meetings
- Crane Activity Notification – planning of crane lifts, communicated to EHS and sometimes to building proctors, Transportation, and to our insurer

Safety Audits, Inventories, Drills, Meetings

- Equipment Inventories (Safety Showers/Eyewashes, Fire Extinguishers, Harnesses and Lanyards, Ladders, etc.)
- Evacuation Drills – scheduled to occur twice per year
- Safety Signage – Minimum PPE requirements posted at entry to all UES plant sites
- Routine Safety Inspections and Audits (UES Buildings) – occur monthly on some equipment, quarterly for fire protection and alarm system, annually for fume hoods and for fire & life safety equipment (exit signs, emergency lighting)
- Fire detection and suppression systems – inspected quarterly
- Program Compliance Audits – to occur on an annual basis
- Annual crane and hoist inspections – scheduled by Procurement and performed by outside firm
- UES Safety Team/Safety Committee – meets monthly, composed of members from nine UES groups

Incident/Accident Investigation and Follow-Up

- 5-Why Root Cause Analysis - for injuries and significant Near Miss events
- Investigation Reporting – sharing results of investigations with UES team members
- Follow-Up Action Item Tracking

Processes or Programs - To Be Considered For Development

- Job Safety Analysis – assessing the risk of a task prior to beginning the task (Already Initiated)
- Machine Guarding Requirements
- Office Safety
- Ladders (fixed and portable)

SECTION 3 REQUIREMENTS

3.1 Statement of Qualifications Content

Statement of Qualifications shall contain the following information in the same order set forth below. Respondents must present all information, in adequate detail, necessary to demonstrate how they best satisfy the evaluation criteria for establishing the most qualified firm to provide the requested services.

Interested respondents shall present for consideration one original and two (2) copies of response document including, as a minimum, all of the following:

- 3.3.1 Statement to indicate interest and availability to provide the required services and include credentials to perform requested services.
- 3.2.2 Provide a general overview of the organization and its professional staffing. Please include information regarding any previous experience with safety program evaluation and enhancement in the public sector and in a University setting.
- 3.2.4 List and description of services to be provided.
- 3.2.5 List and description of any pending litigations.
- 3.2.6 References related to services as outlined in this RFP. References shall include all contact information (name, address, phone number, fax number, e-mail address, etc.)
- 3.2.7 Three (3) hard copies (one original in the three) and one (1) virus free Flash Drive copy of the complete response is required. The copy must either be in Microsoft Office software or Adobe Portable Document Format (PDF). All image files must be in one of the following formats: .jpg, .gif, .bmp, or .tif. We prefer image files to already be inserted as part of a document such as Word. Individual image files on the Flash Drive must be clearly named and referenced in your proposal.

Any additional information that is submitted shall be included in the bound document with the information described above.

SECTION 4 EVALUATION CRITERIA

4.1 Selection Criteria

The successful vendor will be selected based on the following criteria:

Evaluation Criteria	Possible Points
PRICING	50
REFERENCES	10
PROPOSAL	20
EXPERIENCE	20
TOTAL POINTS	100

4.2 Evaluation & Selection

Texas A&M University will utilize an evaluation team for the evaluation of this RFP. Texas A&M University will evaluate and make the award on the proposal that is determined to be the best value to the State based on, but not limited to the criteria listed above..

All proposals must be complete and convey all of the information requested to be considered responsive.

Provide the contact person within your company for the purposes of this RFP.

- **Name:**
- **Address:**
- **Telephone #:**
- **E-mail:**

By submitting a proposal, Respondent acknowledges and accepts [a]the evaluation process, [b] the evaluation factors listed in the RFP Questionnaire, [c] the scope of this engagement (**Section 2**), [d] the terms and conditions of the Agreement (**Section 7**), [e] all other requirements and specifications set forth in this RFP, and [e] that some subjective judgments must be made by the University during this RFP process.

Should Texas A&M be unable to agree on final Agreement terms and conditions with the highest ranked proposer, a Texas A&M representative(s) will then negotiate with the second-ranked proposer or reissue the same or modified version of this RFP.

Texas A&M University reserves the right to reject any and all proposals.

SECTION 5 PRICING

5.1 Pricing:

Respondents shall submit a firm price to complete Phase 1 as described in Section 2 of the RFP. Phase 2 work scope will be determined based on the results of Phase 1, so a detailed price is not required for Phase 2. However, submitting firms should provide a fee structure and estimated cost for preparing an action plan and assisting with an implementation plan as described in Section 2 of the RFP..

SECTION 6 GENERAL INFORMATION

6.1 Submittal Deadline and Location

All responses must be received by Texas A&M no later than **Tuesday, January 21, 2020 by 2:00 p.m. CST**. Responses are to be submitted to:

U. S. POSTAL SERVICE:

Texas A&M University
Procurement Services
P. O. Box 30013
College Station, TX 77842-3013

HAND DELIVER AND/OR EXPRESS MAIL/FED EX/UPS TO:

Texas A&M University
Procurement Services
Agronomy Road
College Station, TX 77843-1477

Late responses properly identified will be returned to Respondent unopened. **LATE RESPONSES WILL NOT BE CONSIDERED UNDER ANY CIRCUMSTANCES.**

6.2 Deadline for Questions

The deadline for questions is Tuesday, January 7, 2020 by the close of the business day. Questions should be submitted via e-mail to Clyde Oberg at co@tamu.edu. Responses will be made available to all interested vendors, and will be answered by the close of the business day on Thursday, January 9, 2020 by the close of the business day..

6.3 Proposal Components

The following documents are to be returned as part of your proposal submittal:

- ✓ Signed Execution of Offer (see Section 9)
Responses including Execution of Offer (Section 9) must be signed by Respondent's company official authorized to commit such responses. Failure to sign the Execution of Offer may be basis for response disqualification.
- ✓ Signed Non-Collusion Affidavit (Section 10)
- ✓ RFP Questionnaire (see Section 3)
- ✓ Proposal Pricing (see Section 5) – this may be included on a documented separate sheet

Respondent shall provide one (1) original, two (2) copies and one (1) virus free Flash Drive of the complete RFP response as specified above.

All Flash Drives must either be in Microsoft Office Software or Adobe Portable Document Format (PDF). All image files must be in one of the following formats: .jpg, .gif, .bmp, or .tif. We prefer image files to already be inserted as part of a document such as a PDF. Individual image files on the Flash Drive must be clearly named and referenced in your proposal response.

NOTE: The original signature on ONE (1) hard copy will serve as the official signature of record for all Flash Drive copies.

Please create a text file in your root directory titled "table of contents.txt" that contains a brief explanation of the files and their layout found on the disc.

Response package (box/carton) must indicate on the lower left-hand corner the submitter's company name, the proposal opening date, and RFP number.

Telephone and/or facsimile (Fax) responses to this RFP are not acceptable.

6.4 Texas A&M Contacts

All contact regarding this RFP is to be directed to

Clyde Oberg, Assistant Director
979-845-1042
co@tamu.edu

Texas A&M specifically requests that Respondents restrict all contact and questions regarding this RFP to the above named individual.

6.5 Definitions

Whenever the following terms are used in these General Terms and Conditions or in other documents the intent and meaning shall be interpreted as follows:

RFP shall mean Request for Proposal.

Proposal shall mean Respondents offer

Texas A&M shall mean Texas A&M University and other system parts.

Respondent shall mean the individual, partnership, corporation, or other entity responding to this RFP.

Vendor shall mean the individual, partnership, corporation, or other entity awarded for the scope of work under this RFP in accordance with the terms, conditions, and requirements herein.

HUB shall mean Historically Underutilized Business.

Agreement shall mean an agreement, documented by written instrument, between Texas A&M and the successful respondent to provide services to Texas A&M in College Station, Texas.

6.6 Inquiries and Interpretations

Responses to inquiries which directly affect an interpretation or change to this RFP will be issued in writing by addendum (amendment) and e-mailed, faxed or mailed to all parties recorded by Texas A&M as having received a copy of the RFP. All such addenda issued by Texas A&M prior to the time that proposals are received shall be considered part of the RFP, and the Respondent shall consider and acknowledge receipt of such in their proposal.

Only those Texas A&M replied to inquiries which are made by formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect.

6.7 Electronic State Business Daily

It is the responsibility of interested vendors to regularly check the ESBD website for any possible addenda to this project. The RFP is inclusive of all addenda issued.

<http://esbd.cpa.state.tx.us>

6.8 Terms and Conditions

The Terms and Conditions (ref. Section 7) shall govern any Agreement issued as a result of this RFP.

Additional or attached terms and conditions which are determined to be unacceptable to Texas A&M may result in the disqualification of your proposal. Examples include, but are not limited to, liability for payment of taxes, subjugation to the laws of another State, and limitations on remedies.

SECTION 7 GENERAL TERMS AND CONDITIONS

7.1 General

These General Terms and Conditions shall be made a part of and govern any Agreement/Purchase Orders resulting from this Request for Proposal.

Each response should be prepared simply and economically, providing a straightforward and concise description of Respondent's ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content and responsiveness to the offer requirements.

Texas A&M University (TAMU) reserves the right to accept or reject any or all offers, to waive informalities and technicalities, to accept the offer considered most advantageous and award based on the evaluation criteria. Additionally, all respondents are hereby notified that Texas A&M shall consider all factors it believes to be relevant. Texas A&M's decision is final.

Responses are to be valid for a minimum of 180 days from the submittal deadline date to allow time for evaluation, selection, and any unforeseen delays.

Failure to comply with the requirements contained in this Request for Proposal may result in the rejection of the proposal.

The vendor agrees to protect the State from claims involving infringement of patents or copyrights.

The vendor hereby assigns to purchaser, any and all claims for overcharges associated with any contract resulting from this RFP 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, Texas Business and Commercial Code Ann. Sec. 15.01, et seq. (1967).

Questions should be directed to the Texas A&M University Department of Procurement Services official identified in Section 6.5 of this Request for Proposal.

Proposals and any other information submitted by Respondent in response to this Request for Proposal shall become the property of Texas A&M.

Texas A&M will not provide compensation to Respondents for any expenses incurred by the Respondent(s) for proposal preparation, product evaluations or demonstrations that may be made, unless otherwise expressly indicated.

Proposals which are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to disqualification by Texas A&M at its option.

7.2 Time of Performance

Seller agrees to perform all obligations and render services set forth per this proposal.

7.3 Default

In the event that the Vendor fails to carry out or comply with any of the terms and conditions of the agreement with Texas A&M, Texas A&M may notify the Vendor of such failure or default in writing and demand that the failure or default be remedied within ten (10) days; and in the event that the Seller fails to remedy such failure or default within the ten (10) day period, Texas A&M shall have the right to cancel the agreement upon thirty (30) days written notice.

The cancellation of the Agreement, under any circumstances whatsoever, shall not effect or relieve Vendor from any obligation or liability that may have been incurred or will be incurred pursuant to the agreement and such cancellation by Texas A&M shall not limit any other right or remedy available to Texas A&M at law or in equity.

7.4 Termination

- For Convenience: The agreement may be terminated, without penalty, by Texas A&M without cause by giving ninety (90) days written notice of such termination to the seller.

- Upon award, the agreement is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated.
- In no event shall such termination by Texas A&M as provided for under this Section give rise to any liability on the part of Texas A&M including, but not limited to, claims of Vendor for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing. Texas A&M's sole obligation hereunder is to pay Vendor for products and/or services ordered and received prior to the date of termination.

7.5 Agreement Amendments

No modification or amendment to the agreement shall become valid unless in writing and signed by both parties. All correspondence regarding modifications or amendments to the agreement must be forwarded to the Texas A&M University Department of Procurement Services for prior review and approval. Only the contract administrator within Procurement & Purchasing Services or his/her designee will be authorized to sign changes or amendments.

In the event responder requires an agreement, or order form to be signed the agreement or order form must be returned with this proposal for review prior to any subsequent award. Texas A&M University reserves the right to refuse consideration of an agreement and may hold proposer to any agreement entered into as a result of a purchase order being issued off of this proposal.

7.6 Independent Vendor Status

Vendor agrees that Vendor and Vendor's employees and agents have no employer-employee relationship with Texas A&M. Texas A&M shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, federal or state unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will Texas A&M furnish any medical or retirement benefits or any paid vacation or sick leave.

7.7 Right to Audit

At any time during the term of this agreement and for a period of two (2) years thereafter Texas A&M or duly authorized audit representative of Texas A&M, or the Texas A&M University System, at its expense and at reasonable times, reserves the right to incrementally audit Vendor's records and manufacturer's pricing relevant to all pricing provided under this agreement. In the event such an audit by Texas A&M reveals any errors/overpayments by Texas A&M, Vendor's shall refund Texas A&M the full amount of such overpayments within thirty (30) days of such audit findings, or Texas A&M at its option, reserves the right to deduct such amounts owing Texas A&M from any payments due Vendor.

7.8 Sales and Use Tax

Texas A&M, as an agency of the State of Texas, qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provisions of the Texas Limited Sales, Excise, and Use Tax Act. The Seller may claim exemption from payment of applicable State taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts.

7.9 Observance of Texas A&M Rules and Regulations

Vendor agrees that at all times its employees will observe and comply with all regulations of the University, including but not limited to parking and security regulations.

7.10 Non-Disclosure

Vendor and Texas A&M acknowledge that they or their employees may, in the performance of the resultant agreement come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organizations, whether or not directly or indirectly affiliated with Seller or Texas A&M unless required by law.

7.11 Publicity

Vendor agrees that it shall not publicize this agreement or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of Texas A&M's name in connection with any sales promotion or publicity event without the prior express written approval of Texas A&M.

7.12 Severability

If one or more provisions of the resultant agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of the agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

7.13 Non-Waiver of Defaults

Any failure of Texas A&M at any time, to enforce or require the strict keeping and performance of any of the terms and conditions of this agreement shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of Texas A&M at any time to avail itself of same.

7.14 Governing Law

This agreement shall be construed and governed by the laws of the State of Texas.

7.15 Dispute Resolution

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 Owner and Company to attempt to resolve any claim for breach of contract made by Company that cannot be resolved in the ordinary course of business. Company shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer, Texas A&M University, who shall examine Company's claim and any counterclaim and negotiate with Company in an effort to resolve the claim.

7.16 Indemnification

Vendor agrees to indemnify and hold the State of Texas, the Board of Regents of Texas A&M University System, Texas A&M, their officers, employees, and agents (the Indemnified Parties) harmless from and indemnify each against any and all liabilities, actions, damages, suits, proceedings, judgments, and costs (excluding attorney's fees) for claims resulting from the acts or omissions of Seller or the acts or omissions of others under Seller's supervision and control.

7.17 Other Benefits

It is understood and agreed that no benefits, payments or considerations received by vendor for the performance of services associated with and pertinent to the resultant agreement shall accrue, directly or indirectly, to any employees, elected or appointed officers or representatives, or any other person identified as agents of, or who are by definition an employee of the state.

7.18 Texas Public Information Act

All information, documentation and other material submitted by Respondent under this proposal is subject to public disclosure under the Texas Open Records Act (Texas Government Code, Chapter 552). Respondent is hereby notified that Texas A&M strictly adheres to this statute and the interpretations thereof rendered by the Courts and Texas Attorney General. Respondent shall be deemed to have knowledge of this law and how to protect the legitimate interests of the contractor.

7.19 Intellectual Property

Pursuant to the Agreement, the University will license specified uses of certain of its intellectual property and assets during the Term of the Agreement, as contemplated herein. However, TAMU shall, in all cases, retain exclusive ownership of any and all such intellectual property and assets, including any and all derivative property and assets developed during the Term of the Agreement. The Proposer shall acknowledge TAMU's ownership of its intellectual property in the Agreement and shall agree to assign any and all such intellectual property to TAMU at the expiration or termination of the Agreement, if requested by TAMU.

SECTION 8 CONTRACTUAL REQUIREMENTS

8.1 Historically Underutilized Businesses

It is the policy of the State of Texas and Texas A&M University (Texas A&M) to encourage the use of Historically Underutilized Businesses (HUBs) in our prime contracts, subcontractors, and purchasing transactions. The goal of the HUB Program is to promote equal access and equal opportunity in TAMU contracting and purchasing.

Subcontracting opportunities are not anticipated for this Request for Proposal and therefore a **HUB Subcontracting Plan (HSP) is not required.**

8.2 Insurance Requirements

- The successful vendor will be required per the indicated requirements (Appendix B) to provide proof of insurance prior to beginning any work on the campus of Texas A&M University. The vendor will be held strictly liable for any damages to Texas A&M University property occurring during any installation.
- Vendor shall not commence work until all the insurance specified hereunder has been obtained and certificates of such insurance have been filed with and accepted by Texas A&M University. Insurance coverage shall provide for a thirty day notice of cancellation or material change to the policy coverage and/or limits and the certificate of insurance enforce must include a notice that the policy or policies do contain these provision. Acceptance of insurance certificates by Texas A&M University shall not relieve or decrease the liability of the vendor. Unless otherwise specified, the vendor shall provide and maintain, until the work included in this Request for Proposal is completed an accepted by Texas A&M University.
- Certificates of Insurance must be delivered or mailed to:

Texas A&M University
Department of Procurement Services
Attn: Clyde Oberg
P.O. Box 30013
College Station, TX 77842-3013.

8.3 Bonds

Bonds will be not required for this project.

8.4 Parking

Parking on the Texas A&M Campus:

- All vehicles parked on the Texas A&M campus must properly display a valid Texas A&M parking permit.
- The Texas A&M Department of Transportation Services supervises and coordinates all parking, transportation and traffic related functions on the campus.
- The **Company** will be responsible for obtaining parking permits from Transportation Services and resolving, should they arise, any parking regulation disputes and violations. Contact information for Transportation Services is **(979) 845-9700** or website is: <http://transport.tamu.edu>.
- The company must also abide by all parking rules, regulations, policies and procedures set forth by the University.

8.5 Payment

8.5.1 Billing Address

Invoices and/or payment for services performed under this Agreement shall be submitted to:

Texas A&M University
Financial Management Operations
ATTN: Accounts Payable
750 Agronomy Road - Suite 3101
6000 TAMU

College Station, TX 77843-6000
United States

8.5.2 Withheld Payments

Texas A&M may withhold any moneys claimed to be due by the **Company** until the terms of the Agreement have been fulfilled and the work of the **Company** has been accepted.

8.5.3 Billing Resolutions

In the case of a problem on a disputed invoice or charge, the vendor will provide necessary information, i.e. duplicate invoice, shipping information and proof of delivery at no extra charge to Texas A&M University within 5 business days of request.

All credit memos will reflect the purchase order number and the original invoice number in which charge was initiated.

8.5.4 Invoicing

Each invoice to reference purchase order number and shall include the level agreed upon in the payment schedule.

8.5.5 Payment

- Payment schedule to be agreed upon prior to formal execution of agreement.
- Payment shall be made within thirty (30) days after acceptance of goods and/or services and receipt of invoice, whichever is later, and according to the agreed upon schedule. Texas A&M 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.
- Ability to accept payment through a centrally billed location
- Ability to accept payment via Automated Clearing House (ACH)

SECTION 9
EXECUTION OF OFFER

In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services at the prices quoted.

9.1 Proposer Affirmation

Signing this proposal with a false statement is a material breach of contract and shall void the submitted proposal or any resulting contracts, and the proposer may be removed from all proposal lists. By signature hereon affixed, the proposer hereby certifies that:

- 9.1.1. The proposer 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 proposal.
- 9.1.2. The proposer is not currently delinquent in the payment of any franchise tax owed the State of Texas.
- 9.1.3. Pursuant to Section 2155.004 Government Code, relating to collection of state and local sales and use taxes, the proposer certifies that the individual or business entity named in this proposal 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.
- 9.1.4. Neither the proposer nor the firm, corporation, partnership or institution represented by the proposer, 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 proposal made to any competitor or any other person engaged in such line of business.
- 9.1.5. The proposer has not received compensation for participation in the preparation of the specifications for this Invitation for Proposal.
- 9.1.6. The proposer 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 proposer or any agent, employee, sub-Contractor, or proposer of proposer in the execution or performance of this purchase order.
- 9.1.7. Proposer 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.
- 9.1.8. Proposer 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, proposer will complete the following information in order for the proposal to be evaluated:
- Name of Executive: _____
- Name of State Agency: _____
- Date of Separation from State Agency: _____
- Position with Proposer: _____
- Date of Employment with Proposer: _____
- 9.1.9. Proposer agrees to comply with Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.

9.2 Texas Family Code Section 231.006

Ineligibility to Receive State Grants or Loans, or Receive Proposals or Payments on State Contracts.

- 9.2.1. 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:
- 10.2.1.1. receive payments from state funds under a contract to provide property, materials, or services: or
- 10.2.1.2. receive a state-funded grant or loan.
- 9.2.2. A child support obligor or business entity ineligible to receive payments under Subsection (a) remains ineligible until:
- 10.2.2.1. all arrearages have been paid; or
- 10.2.2.2. the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.
- 9.2.3. Pursuant to Section 231.006 (c), Family Code, proposal should include name and Social Security number of each person with at least 25% ownership of the business entity submitting the proposal. Proposers that have pre-registered this information on the GSC Centralized Master Proposers 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.
- 9.2.4. "Pursuant to Section 231.006, Family Code, re: child support, the proposer certifies that the individual or business entity named in this proposal 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."
- 9.2.5. 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.

9.2.6. 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, 74th Leg., ch. 20, Sec. 1, eff. April 20, 1995. Amended by Acts 1995, 74th Leg., ch. 751, Sec. 82, eff. Sept. 1, 1995.

9.3 Substitute W-9

Texas A&M University requires all companies and individuals (not employees or students) to have a Substitute W-9 form on file. This form is needed for IRS compliance.

Step 1: You can obtain the Substitute W-9 form from the Texas A&M University Financial Management Services website at: <http://finance.tamu.edu/fmo/ir/forms/substitutew9.pdf>

9.4 Direct Deposit

All vendors are encouraged to sign up for direct deposit. The direct deposit form is located at:

<http://finance.tamu.edu/fmo/ir/forms/74-176.pdf>

9.5 Signature

Proposal should give Payee Identification Number (PIN) (Formerly Vendor ID), full firm name and address of proposer (enter in block provided if not shown). Failure to manually sign proposal will disqualify it. The person signing the proposal should show title or authority to bind his/her firm in contract. The Payee Identification 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 Execution of Offer.

This offer consists of pages number (1) through

Payee Identification Number (PIN): _____

Sole Owner should also enter social security No.: _____

Proposer/Company: _____

Signature (INK): _____

Name (Typed/Printed): _____

Title: _____

Street: _____

City/State/Zip: _____

Telephone No.: _____

Fax No.: _____

E-mail: _____

Other preferences as defined in Rule 1 TAC 113.8 (check any that are applicable)

- 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
- 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

THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S PROPOSAL. FAILURE TO SIGN AND RETURN THIS SHEET WILL RESULT IN THE REJECTION OF YOUR PROPOSAL.

**SECTION 10
NON-COLLUSION AFFIDAVIT**

The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing Proposal (such persons, firms and corporations hereinafter being referred to as the "RESPONDENT"), being duly sworn, on his or her oath, states that to the best of his or her belief and knowledge no person, firm or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing Proposal, has directly or indirectly entered into any agreement or arrangement with any other RESPONDENTS, or with any official of TEXAS A&M or any employee thereof, or any person, firm or corporation under contract with TEXAS A&M whereby the RESPONDENT, in order to induce acceptance of the foregoing Proposal by said TEXAS A&M, has paid or is to pay to any other RESPONDENT or to any of the aforementioned persons anything of value whatever, and that the RESPONDENT has not, directly or indirectly entered into any arrangement or agreement with any other RESPONDENT or RESPONDENTS which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing Proposal.

The RESPONDENT hereby certifies that neither it, its officers, partners, owners, providers, representatives, employees and parties in interest, including the affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other RESPONDENT, potential RESPONDENT, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from bidding, to manipulate or ascertain the price(s) of other RESPONDENTS or potential RESPONDENTS, or to obtain through any unlawful act an advantage over other RESPONDENTS or TEXAS A&M.

The prices submitted herein have been arrived at in an entirely independent and lawful manner by the RESPONDENT without consultation with other RESPONDENTS or potential RESPONDENTS or foreknowledge of the prices to be submitted in response to this solicitation by other RESPONDENTS or potential RESPONDENTS on the part of the RESPONDENT, its officers, partners, owners, providers, representatives, employees or parties in interest, including the affiant.

CONFLICT OF INTEREST

The undersigned RESPONDENT and each person signing on behalf of the RESPONDENT certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of TEXAS A&M, nor any employee, or person, whose salary is payable in whole or in part by TEXAS A&M, has a direct or indirect financial interest in the award of this Proposal, or in the services to which this Proposal relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein.

Signature _____

Respondent Name _____

Date _____

Subscribed and sworn to before me this

_____ day of _____, 2015.

Notary Public in and for the County of _____, State of

_____. My commission expires: _____

SECTION 10 MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S PROPOSAL. FAILURE TO SIGN AND RETURN THIS SHEET MAY RESULT IN THE REJECTION OF YOUR PROPOSAL.

Event Summary - Safety Program Evaluation and Enhancement

Type	Request for Proposal	Number	TAMU-RFP-1917
Stage Title	-	Organization	TAMU
Currency	US Dollar	Event Status	Closed Without Awarding
Work Group	TAMU	Exported on	3/20/2020
Exported by	Sharon Parks	For Requisition	126822411
Created Document	-	Estimated Value	1.00 USD
Payment Terms	-		

Bid and Evaluation

Respond by Proxy	Allow	Use Panel Questionnaire	No
Sealed Bid	Yes	Auto Score	No
		Cost Analysis	No
Alternate Items	No		

Visibility and Communication

Visible to Public Yes


Enter a short description for this public event

Texas A&M is issuing a Request for Proposal for the Safety Program Evaluation and Enhancement

Commodity Codes

None Added

Event Dates

Time Zone	CDT/CST - Central Standard Time (US/Central)
Released	-
Open	12/17/2019 10:00 AM CST
Close	1/21/2020 2:00 PM CST
Sealed Until	1/21/2020 2:00 PM
	 Show Sealed Bid Open Date to Supplier
Q&A Close	1/7/2020 5:00 PM CST

Description

Texas A&M University - Department of Utilities & energy Services - is seeking proposals from qualified vendors for the Safety program Evaluation & enhancement as detailed in the attached TAMU RFP 20-1917.

Any & all questions regarding this RFP are to be directed to Clyde Oberg at 979-845-1042 or via e-mail at co@tamu.edu

Note that this RFP is being issued via the TAMU AggieBid e-commerce platform. However, all responses must be submitted as specifically detailed in Section 6.1 of the RFP.

Please note that TAMU will be closed for the Christmas Holidays beginning at noon of Friday, December 20, 2019. We will re-open at 8:00 AM on Wednesday, January 2nd of the New Year.

Stage Description

No description available.

Buyer Attachments

ADDENDUM I - EVALUATION CRIT	ADDENDUM 1 - RFP 1917.pdf	../Attachments/ADDENDUM 1 - RFP 1917.pdf
RFP TAMU - SAFETY PROGRAM E	SAFETY PROGRAM EVALUATION and ENHANCEMENT RFP FINAL.doc	../Attachments/SAFETY PROGRAM EVALUATION and ENHANCEMENT RFP FINAL.doc
APPENDIX A - TAMU INSURANCE	APPENDIX A - Vendor Insurance Requirements.pdf	../Attachments/APPENDIX A - Vendor Insurance Requirements.pdf

Questions

There are no Questions added to this event.

Product Line Items

★ Required Product Line Items

Group P1

#	Item Name, Commodity Code, Description	Qty.	UOM	Target Price	Allow Alternates	Requested Delivery
P1.1	RFP TAMU 20-1917 for Safety Program Evaluation & Enhancement - per the attached RFP & documentation ★	1	EA - Each	-		-
99900294 - Other Contracted Services - no specific comm code available 5670 / RFP TAMU 20-1917 for Safety Program Evaluation & Enhancement - per the attached RFP & documentation.						

Service Line Items

There are no Items added to this event.

APPENDIX A – TAMU INSURANCE REQUIREMENTS

[Vendor] shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to Texas A&M University. By requiring such minimum insurance, the Owner shall not be deemed or construed to have assessed the risk that may be applicable to [Vendor] under this Agreement. [Vendor] shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. [Vendor] 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 Texas A&M University at least ten days before the effective date of the cancellation.

Insurance:

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

Workers' Compensation policy must include under Item 3.A. on the information page of the workers' compensation policy the state in which work is to be performed for Texas A&M University. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted

B. <u>Automobile Liability</u>	
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. <u>Commercial General Liability</u>	
Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$300,000
Medical Payments	\$5,000

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

Additional Endorsements

The Auto and Commercial General Liability Policies shall name the Texas A&M University System Board of Regents for and on behalf of The Texas A&M University System and the Texas A&M University as additional insured's.

- D. [Vendor] will deliver to Texas A&M University:

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 [Vendor] 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 and employer's 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 as Additional Insureds up to the actual liability limits of the policies maintained by [Vendor]. 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. No policy will be canceled without unconditional written notice to Texas A&M University 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 ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required in this section.

Any deductible or self-insured retention must be declared to and approved by Texas A&M University prior to the performance of any services by [Vendor] under this Agreement. [Vendor] 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 mailed, faxed, or emailed to the following Texas A&M University contact:

Name: Clyde Oberg
Address: Texas A&M University
Dept of procurement Services
1477 TAMU Agronomy Road
College Station, TX 77843-1477
Fax Number: 979-845-8171
Email Address: co@tamu.edu

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