

The Texas A&M University System

COMPANY NAME _____
 ADDRESS _____
 CITY _____ STATE _____ ZIP _____
 PHONE _____ FAX _____

Purchaser Patty Winkler
 Info Contact p-winkler@tamu.edu 979-845-4556

DEPARTMENT

Department 02ATHL
 Bill-to-Address 750 Agronomy Road - Suite 3101
 6000 TAMU
 Attn: Email invoices to invoices@tamu.edu
 Attn: Do not mail invoice if sending via email
 College Station, TX 778436000
 Ship-to-Address KYLE FIELD STADIUM
 756 HOUSTON ST
 1228 TAMU
 COLLEGE STATION, TX 778431228

BID INFORMATION

Description Furnish and Install Perma-Rail at Blue Bell Baseball Facility
 Bulletin Desc.
 Bid Number AM02-17-B000683 Bid Opening Date 10/19/2016 2:00 PM
 Bid Type Open Market Type Code Invitation for Bid
 Alternate Id 13873AF Fiscal Year 2017
 Available Date 10/12/2016 12:41 PM
 Pre-Bid Conference
 Attachments Attachment A - Insurance Requirement 2-12-16~22.docx

AMENDMENTS

Amendment No.	Amendment Date	Amendment Notes
1	10/12/2016 2:00 PM	Attachment File Changes: Header 1. File 'Attachment A - Insurance Requirement 2-12-16~22.docx': File 'Attachment A - Insurance Requirement 2-12-16~22.docx' added .

ITEMS

Item	Description	Quantity	Unit	Unit Price	Total
1.000	Attention All Bidders:	0.00			

Texas A&M, Procurement Services is transitioning to an E-commerce system for all invitation for bids and purchase orders. We are asking all vendors to take a few moments and register as one of our vendors. This will allow you to respond to our bid invitations electronically as well as accept purchase orders.

Please visit the following website to register
<https://buy.tamus.edu/bsol/>

If you have any questions in reference to registrations, please contact us at vendorhelp@tamu.edu

As a bidder responding to this invitation upon submission of your response, regardless of the format of your submission, you and the entity you represent are agreeing to the terms and conditions presented here as well as the TAMU terms and conditions located at http://purchasing.tamu.edu/media/123743/bid_tamu.pdf.

Physical Address:

Texas A&M University
 Procurement Services
 Agronomy Road
 College Station TX 77843-1477
 Fax - 979-845-3800

NOTE: If responding manually, please submit with your bid response a W9. This will allow us to enter your company into our bid system and include your response on the electronic tabulation.

The Texas A&M University System

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
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2.000	Texas A&M University, Athletics is seeking pricing for the Furnish and Installation of Perma-Rail (Square) aluminum Dugout rail system on top rails of both first and third base sides with the Blue Bell Baseball facility located on the campus in College Station, TX.	1.00	LOT		
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Specifications:

- Wood backed uprights to align with the face of the Perma-Rail.
- Wood backed bottom pads (this is quoted at 6" wide just like the uprights). This will cover the bottom bar as requested, but will not cover all the way down to the concrete due to how high off the concrete the bottom bar is.
- Digital Printing on Perma-Rail. This can be printing of sponsor advertising or self-branding. Upon award, TAMU-Athletics will provide graphics for printing.
- Uni- Rail (round) on all handrails into the dugout (extending back 6?) and rails not on field.

Insurance Requirement:

Insurance Requirement:

It is understood that all equipment and material supplied by the vendor shall remain their property until such time as accepted or paid for by TAMU. The vendor shall protect them with appropriate insurance against theft or other loss or damage.

The successful vendor will be required to provide proof of insurance in the amounts indicated in Attachment A, with Texas A&M University listed as an additional insured party. Bidders are asked to submit a sample certificate of insurance (COI) for review and approval. Upon award, an updated COI will be required and it shall be the responsibility of the vendor to maintain a current certificate on file with Procurement Services during the term of the agreement.

3.000	Note to Bidders:	0.00			
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Pricing:

Bidders must indicate any additional charges not listed here-in.

References:

Bidders shall provide at least three (3) references where services comparable in size and scope have been performed within the last two (2) years. Bidders shall provide the Company name, Contact Person, Company Address, phone and fax number and email for each reference.

Texas A&M University reserves the right to contact these references to verify bidder's ability to perform these services. A negative reference may be grounds for disqualification of your bid.

Samples:

Texas A&M University reserves the right to request a sample of product offered for evaluation. If a sample is requested, vendors shall be provided at vendor's cost and if sample is to be returned, a means for returning shall also be provided (i.e. UPS, FedEx, etc.).

Award

The award shall be made based on the following "Best Value Criteria". Texas A&M reserves the right to consider the following and any other factor deemed necessary to evaluate the offer and determine the "Best Value" for the University.

The Texas A&M University System

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
	<ul style="list-style-type: none">-Vendor's ability to meet the minimum specifications;-Delivery requirement;-Experience/past experience with vendor;-The quality, availability and adaptability of equipment offered to required application.-Quality of performance of previous services;-Insurance Requirement;-References;-Samples, if requested-The acquisition price.				
	Texas A&M University reserves the right to accept or reject any or all bids, to waive in formalities and technicalities, to accept the offer considered the most advantageous to the University.				

Attachment A – 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:

Coverage

Limit

A. Worker's Compensation

Statutory Benefits (Coverage A)

Employers Liability (Coverage B)

Statutory

\$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. Automobile Liability

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

C. Commercial General Liability

Each Occurrence Limit

\$1,000,000

General Aggregate Limit

\$2,000,000

Products / Completed Operations

\$1,000,000

Personal / Advertising Injury

\$1,000,000

Damage to rented Premises

\$300,000

Medical Payments

\$5,000

The required commercial general liability policy will be issued on a form that insures [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:

Attachment A – Insurance Requirements

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:

Address:

Facsimile Number:

Email Address:

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.