

# The Texas A&M University System

| ORGANIZATION |  | DEPARTMENT      |  |
|--------------|--|-----------------|--|
| Organization | AM02 - Texas A&M University                          | Department      | 02UCEN   |
| Address      | 401 Joe Roult Boulevard<br>College Station, TX 77843 | Bill-to-Address | 750 Agronomy Road - Suite 3101<br>6000 TAMU<br>Attn: Email invoices to <a href="mailto:invoices@tamu.edu">invoices@tamu.edu</a><br>Attn: Do not mail invoice if sending via email<br>College Station, TX 778436000 |
| Purchaser    | Patty Winkler  | Ship-to-Address | RUDDER TOWER<br>Room 205<br>1232 TAMU<br>COLLEGE STATION, TX 778431232   |
| Info Contact | p-winkler@tamu.edu 979-845-4556                      |                 |  |

| BID INFORMATION    |                                |                  |                    |
|--------------------|--------------------------------|------------------|--------------------|
| Description        | Fly system rigging maintenance |                  |                    |
| Bulletin Desc.     |                                |                  |                    |
| Bid Number         | AM02-17-B000808                | Bid Opening Date | 12/12/2016 2:00 PM |
| Bid Type           | Open Market                    | Type Code        | Invitation for Bid |
| Alternate Id       | 44222AF                        | Fiscal Year      | 2017               |
|                    |                                | Available Date   | 12/08/2016 4:42 PM |
| Pre-Bid Conference |                                |                  |                    |

## AMENDMENTS

| ITEMS |  |          |      |            |       |
|-------|--|----------|------|------------|-------|
| Item  | Description  | Quantity | Unit | Unit Price | Total |
| 1.000 | <p>Attention All Bidders:</p> <p>Texas A&amp;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.</p> <p>Please visit the following website to register<br/><a href="https://buy.tamus.edu/bsa/">https://buy.tamus.edu/bsa/</a></p> <p>If you have any questions in reference to registrations, please contact us at <a href="mailto:vendorhelp@tamu.edu">vendorhelp@tamu.edu</a></p> <p>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 <a href="http://purchasing.tamu.edu/media/123743/bidtamupdf.pdf">http://purchasing.tamu.edu/media/123743/bidtamupdf.pdf</a>.</p> <p>Physical Address:</p> <p>Texas A&amp;M University<br/>Procurement Services<br/>Agronomy Road<br/>College Station TX 77843-1477<br/>Fax - 979-845-3800</p> <p>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.</p> | 0.00     |      |            |       |
| 2.000 | Scope of Work covers Theater Maintenance and Service primary focus on rigging, overhead work and the mechanical  | 0.00     |      |            |       |

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| <u>Item</u> | <u>Description</u>  | <u>Quantity</u> | <u>Unit</u> | <u>Unit Price</u> | <u>Total</u> |
|-------------|---|-----------------|-------------|-------------------|--------------|
|             | <p>aspects. All services shall be performed by a qualified and trained technician(s). At all times there shall be at least one (1) supervisor on site. Supervisor will work with TAMU Rudder Staff to assure scheduling and goals for each day. Supervisor shall also be responsible for setting up safety protocols making sure that all safety equipment and personal protection equipment is being used in accordance with OSHA and other safety standards. Supervisor shall also make sure that all the work done is done in accordance with the ANSI standards that apply to theater rigging as well as manufacturer's guidelines for all service, maintenance and applications.</p> <p>Components of Work:</p> <ul style="list-style-type: none"> <li>-Inspect components to assure work going forward is consistent with previous work</li> <li>-Make safe, remove weight and disassemble the components of the counterweight fly system</li> <li>-Lowered associated components to the floor for their inspection and repair and reassembly</li> <li>-Remove wire rope from the fly system</li> <li>-Inspect arbors remove wire rope components from arbors remove wire rope components from battens</li> <li>-Inspect battens</li> <li>-Once the blocks have been inspected and reassembled they will be raised to the grid and reinstalled</li> <li>-Reinstall new wire rope with new terminations and attach to head block. Trim wire rope attached assemblies of trim chain reinstall back to batten.</li> <li>-Replace hand lines to arbors</li> <li>-Work to resolve the rigging in the small venue double purchase system and the mulling geometry.</li> </ul> <p>All work shall be done within the months of December, 2016 and January, 2017.</p> <p>Insurance Requirement:</p> <p>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.</p> <p>The successful vendor will be required to provide proof of insurance in the amounts indicated in Attachment A, with Texas A&amp;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.</p> |                 |             |                   |              |
| 3.000       | Phase 1 10 line sets taking approximately 2 week period   | 1.00            | EA          |                   |              |
| 4.000       | Phase 2 10 line sets taking approximately 2 week period   | 1.00            | EA          |                   |              |
| 5.000       | Payment Terms:  | 0.00            |             |                   |              |
|             | <p>Quote 100% Net 30 Upon Receipt and Acceptance. If quoting as specified, type "Agreed" in the required field. If quoting otherwise, indicate here-in.</p> <p>_____ (required field)</p> <p>Delivery Terms: Indicate number of days notice needed prior to providing service _____ (required field) This will assist with schedule of work.</p>  |                 |             |                   |              |

## 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.