

Event Summary - UEO Fencing Project

Type	Invitation to Bid	Number	TAMU-ITB-0044
Organization	TAMU	Currency	US Dollar
Event Status	Awarded	Project	TAMU
Exported on	2/6/2018	Exported by	Sharon Parks
For Requisition	93365561	Created Document	95026400
Estimated Value	130,000.00 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
UEO FENCE PROJECT (PLUS)

Commodity Codes

None Added

Event Dates

Time Zone	Central Standard Time
Released	-
Open	9/22/2017 3:30 PM
Close	10/17/2017 2:00 PM
Sealed Until	10/17/2017 2:00 PM
	Show Sealed Bid Open Date to Supplier
Q&A Close	10/6/2017 5:00 PM

Event Users

Event Creator

Clyde Oberg
CO@TAMU.EDU
Phone +1 979-845-1042

Event Owners

Clyde Oberg
CO@TAMU.EDU
Phone +1 979-845-1042

Patricia Winkler
P-WINKLER@TAMU.EDU
Phone +1 979-845-4556

Clyde Oberg
CO@TAMU.EDU
Phone +1 979-845-1042

Robert Bounds
RBOUNDS@TAMU.EDU
Phone +1 979-845-4534

Teresa Obrien
TOBRIEN@TAMU.EDU
Phone +1 979-845-4776

Leann Harris
lharris@tam.u.edu
Phone +1 979-845-2325

Paul Admin Barzak
p-barzak@tam.u.edu
Phone +1 979-845-3816

Randy Linder - Admin
randy-linder@tam.u.edu
Phone +1 979-845-9018

Contacts

Clyde Oberg

CO@TAMU.EDU

Phone +1 979-845-1042

Stakeholders

Greg Bell

GBELL@TAMU.EDU

Phone +1 979-458-2920

Susan King

SA-KING@TAMU.EDU

Phone +1 979-845-3888

Marla Young

MEYOUNG@TAMU.EDU

Phone +1 979-845-2139

Judith Barczynski

JBARCZYNSKI@TAMU.EDU

Phone +1 979-845-5888

Stephen Wolfe

SWOLFE3@TAMU.EDU

Phone +1 979-845-4570

Sharon Parks

SHARONP@TAMU.EDU

Phone +1 979-845-4570

Clinton Merritt

c-merritt@tam.u.edu

Phone +1 979-845-8772

Angelita Constancio

AGC@TAMU.EDU

Phone +1 979-845-3847

Laura Dainty

LDAINTY@TAMU.EDU

Phone +1 979-845-4579

Christina Asim

C-ASIM@TAMU.EDU

Phone +1 979-845-3819

Caylan Bartley

CAYLAN.BARTLEY@EXCHANGE.TAMU.EDU

Phone +1 979-458-5554

Brandie Watson

B.WATSON@TAMU.EDU

Phone +1 979-845-8286

Description

TEXAS A&M UNIVERSITY IS ISSUING THIS BID OPPORTUNITY FOR A FENCING PROJECT, WHICH INCLUDES REMOVAL OF THE OLD FENCE, PROVISION AND INSTALL OF A NEW FENCE, GROUND CLEARING, HYDO-AXING, SECURITY CAMERAS AND LIGHTING PER THE ATTACHED PROJECT SCOPE OF WORK AND ACCOMPANYING TAMY DOCUMENTS.

There is a HIGHLY RECOMMENDED Pre-Bid Conference and Walk-thru scheduled for Tuesday, October 3, 2017 to begin at 10:00 AM at the Utility Energy Office, [Located West of 2818, when heading South on 2818 just past George Bush Dr. gravel exit road located between George Bush Dr. & Luther Street.](#) Any vendor who has not visited the site with the UES Project Manager will not have their bid considered.

For any questions regarding this bid - contact Clyde Oberg at 979-845-1042 or via e-mail at co@tamu.edu

Buyer Attachments

FENCING PROJECT SCOPE OF WORK	TAMU FENCING PROJECT - SCOPE OF WORK.docx	../Attachments/TAMU FENCING PROJECT - SCOPE OF WORK.docx
SPECIFICATIONS 01	26071 specs 001.pdf	../Attachments/26071 specs 001.pdf
SPECIFICATIONS 02	26071 spec 002.pdf	../Attachments/26071 spec 002.pdf
FENCE PICTURE 1	26071 fence pic.pdf	../Attachments/26071 fence pic.pdf
FENCE PICTURE 2	26071 pic.pdf	../Attachments/26071 pic.pdf
TAMU BEST VALUE CRITERIA	Best Value Criteria.doc	../Attachments/Best Value Criteria.doc
TAMU TERMS & CONDITIONS	TAMU Ts AND Cs.pdf	../Attachments/TAMU Ts AND Cs.pdf
APPENDIX A - GENERAL & SPECIAL CONDITIONS	ITB-0044 Casto Fence project - APPENDIX A General and Special Conditions .doc	../Attachments/ITB-0044 Casto Fence project - APPENDIX A General and Special Conditions .doc
APPENDIX B - TAMU INSURANCE	APPENDIX B - Vendor Insurance Requirements.docx	../Attachments/APPENDIX B - Vendor Insurance Requirements.docx
APPENDIX C - TAMU BOND FORM	APPENDIX C Bid.Performance.Payment Bond Forms.pdf	../Attachments/APPENDIX C Bid.Performance.Payment Bond Forms.pdf
APPENDIX D - WAGE RATES	APPENDIX D - Wage Rate Brazos 10.7.14.pdf	../Attachments/APPENDIX D - Wage Rate Brazos 10.7.14.pdf
APPENDIX E - HUB SUBCONTRACTOR	APPENDIX E - HSP.Checklist.PAR.pdf	../Attachments/APPENDIX E - HSP.Checklist.PAR.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	UEO Fencing Project 99900294 - Other Contracted Services - no specific comm code available 5670 / UEO Fencing Project per the attached Scope of Work and Accompanying TAMU Documents	★1	PK - Pack	-		-

Service Line Items

There are no Items added to this event.

Suppliers

VOX CONSTRUCTION LLC

Progress Event Not Viewed

RACHEL HENDERSON

RHENDERSON@VOXTX.COM

AGGIELAND CONSTRUCTION LLC

Progress Awarded
Total Bid 168,930.00
Total Awarded 168,930.00 USD

Britt Jones

bj.aggieland@gmail.com

Ryan Hudiburgh

ryan.hudiburgh@aggielandconstruction.com

PALOMARES CONSTRUCTION INC

Progress Event Not Viewed

JESSE PALOMARES

PALOMACON@GMAIL.COM

Anixter Inc

Progress Intention Not Declared

Matthew Gomez

matt.gomez@anixter.com

NANOSCIENCE INSTRUMENTS INC (Nanoscience Instruments)

Progress Intention Not Declared

Nicholas Rider

nrider@nanoscience.com

Foster Fence

Progress Invitation Unaccepted

Parker Brown

pbrown@fosterfence.com

David M. Shapiro Disaster Planning and Recovey Consultants, Inc.

Progress Intention Not Declared

Denise Rupp

denise.rupp@dmsrecovery.com

Caddo Associates

Progress No Bid

Chris Britton

cb@caddoassociates.com

CLM Construction Inc

Progress Event Not Viewed

Timothy Coyle

tim@clmenergy.com

Virtual Builders Exchange

Progress Intention Not Declared

Heather Hope
Heather@virtualbx.com

QUAD-TEX CONSTRUCTION INC

Progress Submitted
Total Bid 177,595.00

Quad-Tex Construction Inc
OFFICE@QUADTEX.NET

Four Seasons Development Co., Inc.

Progress Submitted
Total Bid 174,300.00

Charles McKinney
cmckinney@fourseasonsdevelopmentco.com

WMS CONSTRUCTION

Progress Event Not Viewed

Joey Williams
jaw@wmsconstruction.com

Astro Fence

Progress No Bid

JASON Kramer
Jason@Astrofence.com

Brazos Valley Contractors Assoc

Progress Intention Not Declared

Kayla Glover
office@bvcaplanroom.com

Diamond Construction, Inc. (none)

Progress No Bid

Vickie Delgado
diamondcon@gmail.com

HENECO ENGINEERING AND CONSULTING

Progress Response In Progress

Alex Dawotola
alex.dawotola@heneco.com

Swift Corporation

Progress Submitted
Total Bid 155,000.00

Mario Vasquez
Mariov@swiftcorptx.com

BAM! Home and Commercial Services LLC (BAM! Home and Commercial Services)

Progress Submitted
Total Bid 140,000.00

Brock McAlister
brockmcalister@yahoo.com bre.kay.simmons92@gmail.com

united building company

Progress Intention Not Declared

leo sabty

president@ubc-global.com

Delta Specialty Contractors, LLC (Delta Specialty Contractors, LLC)

Progress Submitted

Total Bid 156,000.00

Johnny Phillips

jphillips@deltaspecialtycontractors.com

George J Castle General Contracting, Inc (Castle construction)

Progress Intention Not Declared

Russell Durden

urdenrussell@gmail.com

ConstructConnect

Progress Intend To Bid

Stacey Mighton

stacey.mighton@constructconnect.com

CJIS GROUP (CJIS GROUP)

Progress Intention Not Declared

Ann Herold

kristina@cjisgroup.com

BRYAN CONSTRUCTION COMPANY

Progress Event Not Viewed

lrldgeway@bryan-construction-co.com

DUDLEY CONSTRUCTION LTD

Progress Event Not Viewed

Mark Dudley

mdudley@rmdudleyconstruction.com

DUDLEY CONSTRUCTION LTD

BCHILDERS@RMDUDLEYCONSTRUCTION.COM

JON TUCKER CONSTRUCTION LTD

Progress Event Not Viewed

Phillip Melton

phillip@jontuckerconstruction.com

Supreme Constructions

Progress Event Not Viewed

Raul Faure

raulfaure+sq@gmail.com

L&R Comm. and Construction, Inc. (L&R Comm. and Construction, Inc.)

Progress Event Not Viewed

Bobby Romero

lrcc@qwestoffice.net

Internal Notes & Attachments

26071 fence pic.pdf

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Added By Clyde Oberg

9/22/2017 10:05 AM

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9/22/2017 10:05 AM

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9/22/2017 10:05 AM

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Added By Clyde Oberg

9/22/2017 10:05 AM

REQUEST FOR BID

Added By Clyde Oberg

9/22/2017 10:05 AM

APPENDIX A

GENERAL AND SPECIAL CONDITIONS INVITATION-TO-BID TAMU AGGIEBID #ITB-0044 co

1.0 RECEIPT OF PROPOSALS:

- 1.1 Throughout these General and Special Conditions, Texas A&M University will be referred to as **Texas A&M**, and “the successful bidder”, to whom an award-of-order is made, will be referred to as **Contractor**.
- 1.2 To accomplish the work described herein and attached, it is the intent of **Texas A&M** to award a **Purchase Order** to the qualified bidder that submits the “Best Value” bid which complies with the Summary of Work, General Terms & Conditions, Project Requirements and Technical Specifications within and attached. Reference the available Specifications and Drawings which are attached to the bid document, but are also available upon request from Clyde Oberg at co@tamu.edu
- 1.3 **BIDS MUST BE SUBMITTED ON-LINE USING THE AGGIEBID SYSTEM.** Any vendor not already registered in the AggieBid System should contact Clyde Oberg at 979-845-1042 or co@tamu.edu if help is needed.
- 1.4 **BIDS WILL BE RECEIVED UNTIL 2:00 P.M., Tuesday, October 17, 2017** at which time they will be opened and read aloud in the Conference Room in the Procurement Services Building on the College Station campus of **Texas A&M**, Agronomy Road.
- 1.5 **Any deviations by a bidder from the Summary of Work, General Terms & Conditions, Project Requirements and Technical Specifications set forth by Texas A&M must be very clearly delineated.**
- 1.6 Bids received after the advertised time for the bid opening will be ineligible for consideration.
- 1.7 **Texas A&M** reserves the right to reject any and all bids, or any part thereof, and to waive any technicalities or formalities in the bidding process if it is in the best interest of the university to do so.
- 1.8 It is **Texas A&M's** policy not to furnish bid results over the phone. For information regarding bid summaries, please provide a self-addressed, stamped envelope with your request to receive a copy of a particular bid summary.
- 1.9 General questions pertaining to this invitation-to-bid may be directed to Clyde Oberg, Assistant Director, Texas A&M University, Department of Procurement Services, who may be contacted by dialing 979-845-1042 or via e-mail at co@tamu.edu.

2.0 PROJECT COORDINATOR

- 2.1 The Project Coordinator/Owner's Representative for this project will be

from Texas A&M's Utilities & Energy Services Department.

- 2.2 The **Contractor** shall provide sufficient, safe, and proper facilities at all reasonable times for the observation and/or inspection of the work by the **Texas A&M** Project Coordinator/Owner's Representative who will make periodic visits to the site to inspect the progress and quality of the work and to determine if the work is proceeding in accordance with the Summary of Work, General Terms & Conditions, Project Requirements and Technical Specifications.

3.0 BID PROPOSALS:

- 3.1 Any bidder with intentions of submitting a bid shall carefully study the attached Summary of Work, General Terms & Conditions, Project Requirements and Technical Specifications including: scheduling the performance period, site security and access, product warranty requirements and vehicle parking at the site.
- 3.2 **ALL BIDDERS MUST VISIT THE JOBSITE WITH THE PROJECT COORDINATOR/OWNER'S REPRESENTATIVE PRIOR TO SUBMITTING A BID.** There is a HIGHLY RECOMMENDED Pre-Bid Conference and Walk-Thru scheduled for Tuesday, October 3 , 2017 at 10:0 AM to convene at the jobsite, located West of 2818, when heading South on 2818 just past George Bush Dr. gravel exit road located between George Bush Dr. & Luther Street. Any vendor needing directions to the Pre-Bid Conference location should contact Clyde Oberg, Assistant Director, at 979-845-1042 or via e-mail at co@tamu.edu.
- 3.3 In submitting a bid, the bidder agrees to accept a **Purchase Order** accompanied by a **Memorandum of Agreement** incorporating all points included in the Summary of Work, General Terms & Conditions, Project Requirements and Technical Specifications within and attached to this Invitation-to-Bid. Prices quoted on bids must be guaranteed valid for a period of at least ninety (90) days beyond the date of the bid opening. **Texas A&M** agrees that, should a **Purchase Order** be awarded, it will be awarded as soon as possible following the bid opening date unless otherwise stated in the Specifications.
- 3.4 To ensure reliability, serviceability, and quality, entire systems offered by a bidder must be provided by one manufacturer, if applicable, to the extent possible. Bids must very clearly specify the manufacturer(s) of equipment and materials which will be furnished.
- 3.5 Bidders must submit a price quotation for each line item indicated on the Invitation-to-Bid.

4.0 INSURANCE:

- 4.1 The **Contractor** shall not commence work until all of the insurance specified on **APPENDIX B** has been obtained and certificates of such insurance in force have been filed with and accepted by **Texas A&M**. Insurance coverage shall provide for a thirty (30) day notice of cancellation or material change to the policy coverage and/or limits and the certificate of insurance in force must include a notice that the policy or policies do contain these provisions. Acceptance of insurance certificates by **Texas A&M** shall not relieve or decrease the liability of the **Contractor**.

- 4.2 Unless otherwise specified, the **Contractor** shall provide and maintain, until the work included in this bid invitation is completed and accepted by **Texas A&M** through the warranty period, the minimum insurance coverages outlined on **APPENDIX B**. Bidders must acknowledge these insurance requirements by signature:

Signature

Date

- 4.3 Certificates of Insurance must be delivered or mailed to Clyde Oberg, Assistant Director, at the address indicated in Section 1.0, paragraph 1.3

5.0 BONDS:

- 5.1 **NO PERFORMANCE, PAYMENT OR BID BONDS SHALL BE REQUIRED ON A PURCHASE ORDER PROJECT TOTALING \$25,000.00 OR LESS.**
- 5.2 Bids submitted without **Bid Guarantees**, and documents from a Surety stating full intent to provide the bidder with **Performance** and **Payment Bonds**, when required, will not be considered.
- 5.3 Faxed copies of Certified checks, Cashier's checks, **Bid, Performance** or **Payment Bonds** are not acceptable.
- 5.4 To facilitate an immediate award-of-order and project start date, bidders shall submit as an attachment to their proposal, if applicable, a document from a Surety stating full intent to provide the bidder with **Performance** and **Payment Bonds** as specified in paragraphs 5.6 through 5.7.3.
- 5.5 For projects totaling more than \$25,000.00, a Certified or Cashier's Check, or a **Bid Bond** from a Surety Company authorized to transact business in the State of Texas, in the amount of not less than five percent (5%) of the total of the entire bid, payable without recourse to the order of the Board of Regents of The Texas A&M University System, must accompany each bid proposal as a guarantee (**Bid Guarantee**) that, if awarded the **Purchase Order**, the **Contractor** will execute and return the required **Performance and Payment Bonds** in such form and with such Sureties as **Texas A&M** may prescribe or approve, the cost of which to be included in the **Contractor's** proposal. If a **Bid Bond** is provided as the **Bid Guarantee**, the **Bid Bond must be submitted on the form provided by the Texas A&M University System (Form C-2), copy attached.**
- 5.5.1 The **Bid Bond** must be accompanied by a properly dated and executed Power of Attorney with a live Surety seal on each document. Failure to do so will constitute an irregular bid which may be rejected. Use of a Surety **Bid Bond** form will not be acceptable.
- 5.5.2 Should the **Contractor** fail to execute and return the **Memorandum of Agreement** and, when required, **Performance** and **Payment Bonds** within ten

(10) days after the date of transmittal to the bidder for that purpose, the **Bid Guarantee** shall become the property of **Texas A&M**, not as a penalty but as liquidated damages.

- 5.5.3 **Bid Guaranties** of the two lowest bidders may be retained by **Texas A&M** until after the **Purchase Order** and **Bonds** have been executed. **Bid Guaranties** of all except the two lowest bidders will be returned by mail within four (4) working days after the opening of bid proposals.
- 5.5.4 **Bid Bonds & The AggieBid System.** Texas A&M University requires the bond form as detailed above in 5.5.1. Vendors submitting bids on-line obviously cannot provide original bond forms on-line which would include the surety seal. Therefore, Procurement Services requests that bidders submit a copy of their Bid Bond along with their bid response with the understanding that the original bond document is to be delivered to Procurement Services within 48 hours of the bid closing time. Any bid response that has a Bid Bond document delivered after that period of time is subject to removal from consideration.
- 5.6 For projects totaling more than \$25,000, a **Payment Bond** in the full amount of the **Purchase Order** shall be executed and furnished by the **Contractor** for the protection of all claimants supplying labor, equipment, and materials in the performance of the work.
 - 5.6.1 The only form of surety acceptable as a **Payment Bond** is a surety or blanket bond from a company chartered or authorized to do business in the State of Texas, on the form provided by the Texas A & M University System (Payment Form C-6B), copy attached. The Bond shall contain an embossed seal by a Surety(ies).
 - 5.6.2 The **Payment Bond** shall have attached a valid Power-of-Attorney issued by the Surety, signed and sealed with the corporate embossed seal, authorizing the agent who signs the bond to commit the Surety to the terms of the bond, and stating the limit on the face of the Power-of-Attorney, if any, in the total amount for which the agent is empowered to issue a single bond.
 - 5.6.3 The **Payment Bond** shall remain in force until expiration of the construction guaranty which extends for a period of one year after final acceptance of the related project by **Texas A&M**.
- 5.7 A **Performance Bond** in the full amount of the **Purchase Order** shall be executed and furnished by the **Contractor** as a guaranty that the scope of work will be performed faithfully and that **Texas A&M** and the State of Texas will be saved harmless from all costs and damages which **Texas A&M** and the State of Texas may suffer by reason of the **Contractor's** default or failure to perform the work.
 - 5.7.1 The only form of surety acceptable as a **Performance Bond** is a surety or blanket bond from a company chartered or authorized to do business in the State of Texas, on the form provided by the Texas A & M University System (Performance Form C-6A), copy attached. The Bond shall contain an embossed seal by a Surety(ies).

- 5.7.2 The **Performance Bond** shall have attached a valid Power-of-Attorney issued by the Surety, signed and sealed with the corporate embossed seal, authorizing the agent who signs the bond to commit the Surety to the terms of the bond, and stating the limit on the face of the Power-of-Attorney, if any, in the total amount for which the agent is empowered to issue a single bond.
- 5.7.3 The **Performance Bond** shall remain in force until expiration of the construction guaranty which extends for a period of one year after final acceptance of the related project by **Texas A&M**.
- 5.8 **Performance and Payment Bonds** must be delivered or mailed to Clyde Oberg at the address indicated in Section 1.0, paragraph 1.3.
- 5.9 Reference **APPENDIX C – TEXAS A&M BONDS FORMS**, for the required Bond Forms.

6.0 WARRANTY:

- 6.1 Contractor's General Warranty and Guarantee. Contractor warrants to the Owner that all Work is executed in accordance with the Contract, complete in all parts and in accordance with approved practices and customs, and of the best finish and workmanship. The Contractor further warrants that unless otherwise specified, all materials and equipment incorporated in the Work under the Contract are new. The Owner may, at its option, agree in writing to waive any failure of the Work to conform to the Contract, and to accept a reduction in the Contract Sum for the cost of repair or diminution in value of the Work by reason of such defect. Absent such a written agreement, the Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute and is not waived by any inspection or observation by the Owner, A/E or others, by making any progress payment or final payment, by the use or occupancy of the Work or any portion thereof by the Owner, at any time, or by any repair or correction of such defect made by the Owner.
- 6.2 Warranty Period. Except as may be otherwise specified or agreed, the Contractor shall repair all defects in materials, equipment, or workmanship appearing within one year from the date of Substantial Completion of the Work. If Substantial Completion occurs by phase, then the warranty period for that particular Work begins on the date of such occurrence, or as otherwise stipulated on the Certificate of Substantial Completion for the particular Work.
- 6.3 Limits on Warranty. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
- 6.3.1 Modification or improper maintenance or operation by persons other than Contractor, Subcontractors, or any other individual or entity for whom Contractor is responsible, unless Owner is compelled to undertake maintenance or operation due to the neglect of the Contractor.
- 6.3.2 Normal wear and tear under normal usage after acceptance of the Work by the Owner.

- 6.4 Events Not Affecting Warranty. Contractor's obligation to perform and complete the Work in a good and workmanlike manner in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
- 6.4.1 Observations by Owner and/or A/E;
 - 6.4.2 Recommendation to pay any progress or final payment by A/E;
 - 6.4.3 The issuance of a Certificate of Substantial Completion or any payment by Owner to Contractor under the Contract Documents;
 - 6.4.4 Use or occupancy of the Work or any part thereof by Owner;
 - 6.4.5 Any acceptance by Owner or any failure to do so;
 - 6.4.6 Any review of a Shop Drawing or Sample submittal;
 - 6.4.7 or any inspection, test or approval by others.
- 6.5 Separate Warranties. If a particular piece of equipment or component of the Work for which the Contract requires a separate warranty is placed in continuous service before Substantial Completion, the Warranty Period for that equipment or component will not begin until Substantial Completion, regardless of any warranty agreements in place between suppliers and/or Subcontractors and the Contractor. The ODR will certify the date of service commencement in the Certificate of Substantial Completion.
- 6.5.1 In addition to the Contractor's warranty and duty to repair, the Contractor expressly assumes all warranty obligations required under the Contract for specific building components, systems and equipment.
 - 6.5.2 The Contractor may satisfy any such obligation by obtaining and assigning to the Owner a complying warranty from a manufacturer, supplier, or Subcontractor. Where an assigned warranty is tendered and accepted by the Owner which does not fully comply with the requirements of the Contract, the Contractor remains liable to the Owner on all elements of the required warranty not provided by the assigned warranty.
- 6.6 Correction of Defects. Upon receipt of written notice from the Owner, or any agent of the Owner designated as responsible for management of the Warranty Period, of the discovery of a defect, the Contractor shall promptly remedy the defect(s), and provide written notice to the Owner and designated agent indicating action taken. In case of emergency where delay would cause serious risk of loss or damage to the Owner, or if the Contractor fails to remedy within 30 days, or within another period agreed to in writing, the Owner may correct the defect and be reimbursed the cost of remedying the defect from the Contractor or its Surety.

7.0 PREVAILING WAGE:

- 7.1 The **Contractor** will be required to pay not less than the wage scale of the various classes of labor as shown on the attached (current) Texas A&M University System prevailing wage schedule for Brazos County.

- 7.2 The specified rates are minimum rates only and **Texas A&M** will not consider any claims for additional compensation made by any Contractor or Subcontractor(s) because of payment by the Contractor or Subcontractor(s) of any wage rates in excess of the applicable minimum rates contained in the Schedule. Reference **APPENDIX D – Prevailing Wage Schedule for Brazos County**.

8.0 HISTORICALLY UNDERUTILIZED BUSINESSES

- 8.1 It is the policy of the State of Texas, Texas Procurement and Support Services, Texas A&M University System, **Texas A&M** and the Department of Procurement Services to ensure equal opportunity for Historically Underutilized Businesses (HUBs) in prime contracts, subcontracts and purchasing transactions. **Texas A&M** initiatives and State law mandate dictate that the Department of Procurement Services assist our prime contractors and core suppliers to achieve these ends through race, ethnic, and gender-neutral means. The goal of the HUB Subcontracting Plan (HSP) is to promote full and equal business opportunity for all businesses in **Texas A&M** contracting and purchasing.
- 8.2 Attached you will find **The State of Texas** HUB Subcontracting Plan (HSP). Failure to comply with the documentation requirements outlined in the attached HSP will result in **Texas A&M** rejecting your bid, proposal, or offer as a material failure to comply with the advertised specifications. Reference **APPENDIX E – HUB Subcontracting Plan**. The HSP Checklist sheet is included.

9.0 DISPUTE RESOLUTION:

- 9.1 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 Owner 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 the University Contracts Officer, Texas A&M University, who shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve the claim.

10.0 SUBMITTAL REQUIREMENTS:

- 10.1 **REFERENCES:** Bidders must include with their bid proposals a reference list of at least three (3) similar projects, comparable in quality and scope to that specified in the attached documents, that they have performed within the past five years. This list should include the names, addresses and telephone numbers of the owners' representatives for whom the prior work was performed.
- 10.2 **LIST OF SUBCONTRACTORS:** Bidders must include with their bid proposals a complete list of the names of all Subcontractors, if any, proposed to perform various parts of the project. This is to include contracts for work to be let by Subcontractors as well as those let by the **Contractor**. **If Subcontractor will not be utilized on this project, bidder must indicate below:**

No Subcontractors will be utilized on this project

Signature

Date

- 10.3 **INSURANCE:** The **Contractor** will be required to provide proof of insurance according to the attached schedule (**APPENDIX B**) prior to beginning any work on the **Texas A&M** campus. Refer to Section 4.0.
- 10.4 **BONDS:** Refer to Section 5.0
- 10.5 **LIST OF MATERIALS:** Within ten (10) days after issuance of **Purchase Order** and **Memorandum of Agreement**, the **Contractor** shall submit a list of all materials to be supplied to the project coordinator. Each item of material shall be designated by trade or brand name, catalog number, manufacturer's name and all other information required to properly describe the item.
- 10.6 **FORMS:** Refer to Section 1.0, paragraph 1.5.
- 10.7 All submittals (unless specified otherwise) must be submitted on-line via the AggieBid System as indicated in Section 1.0, paragraph 1.3. Reference Section 5.5.4 for submission of the Bid Bond.

11.0 PARKING ON THE TEXAS A&M CAMPUS:

- 11.1 All vehicles parked on the **Texas A&M** campus must properly display a valid **Texas A&M** parking permit.
- 11.2 The Texas A&M Department of Transportation Services supervises and coordinates all parking, transportation and traffic related functions on the campus.
- 11.3 The **Contractor** will be responsible for obtaining parking permits from Transportation Services and resolving, should they arise, any parking regulation disputes and violations. The telephone number for Transportation Services is 979-862-7275.

12.0 PROJECT COMPLETION TIME:

- 12.1 **THE SPECIFIED TIME PERIOD FOR COMPLETING THIS PROJECT WORKSCOPE IS to be determined by the Project Manager and the Contractor.**
- 12.2 Access to the jobsite will be **as determined by the Project Manager and the Contractor** during this time period.

APPENDIX B – 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. 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:

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.

THE TEXAS A&M UNIVERSITY SYSTEM BID/PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
(Name and Address of Bidder/Proposer)

hereinafter called the Principal, and _____

a corporation or firm duly authorized to transact surety business in the State of Texas or as listed in the current notice of the Department of Treasury list of companies holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, hereinafter called the Surety, are held and firmly bound unto the Board of Regents of The Texas A&M University System, College Station, Texas 77845-3424, hereinafter called the Obligee, in the sum of not less than five percent (5%) of the greatest total amount of the bid or proposal, as a guarantee, the payment of which sum will and truly be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid or proposal for: Project Number _____

(Full name and location of project)

NOW, THEREFORE, if the Obligee shall award the Contract to the Principal and the Principal shall enter into the Contract in writing with the Obligee in accordance with the terms of such bid or proposal, and furnish such bonds and other instruments as may be specified in the Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, then this bond shall be null and void. If in the event of failure of the Principal to execute such Contract and furnish such bonds and other instruments required by the Contract Documents within fifteen (15) days after the date of transmittal of the Contract Documents to the Principal for execution, this bond shall remain in full force and effect and become the property of the Obligee, without recourse of the Principal and/or the Surety, not as a penalty, but as liquidated damages.

Signed this _____ DAY of _____ A.D., 20 ____.

By: _____
(Principal)

(Signature and Title)

* By: _____
(Surety)

(Attorney-in-Fact)

*Attach Power of Attorney for Surety's Attorney-in-Fact with "live seal".

Surety Seal

DISCLOSURE OF GUARANTY FUND NONPARTICIPATION

In the event the Surety is unable to fulfill its contractual obligation under this bond, the Obligee is not protected by an insurance guaranty fund or other solvency protection arrangement.

PERFORMANCE BOND

STATE OF TEXAS

COUNTY OF BRAZOS

KNOW ALL MEN BY THESE PRESENTS

That we, _____, as Principal, and _____, as Surety, are hereby held and firmly bound unto the State of Texas in the penal sum of: _____ Dollars (\$_____) for the payment whereof, the said Principal and Surety bind themselves, their heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that, whereas the Principal entered into a certain contract (the "Contract"), which Contract is incorporated into this Performance Bond by this reference, with the State of Texas acting by and through the Board of Regents of The Texas A&M University System, as Oblige, dated _____ for the _____, Project No. _____

NOW, THEREFORE, if the Principal shall faithfully perform the Contract in accordance with the Contract Documents, including any warranties, and shall fully indemnify, and save harmless the State of Texas from all costs and damage that the State of Texas may suffer by reason of the Principal's default or failure to perform and shall fully reimburse and repay the State of Texas all outlay and expense that the State of Texas may incur in making good any such default or failure to perform, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

In the event the Principal is declared in default under the Contract, Surety will, within fifteen (15) days of the determination of such default, take over and assume responsibility for completion of such Contract and become entitled to the payment of the balance of the Contract Price, or the Surety shall make other arrangements satisfactory to the Oblige for the completion of the defaulted Work. Conditioned upon the Surety's faithful performance of its obligations, the Surety's liability shall not exceed the penalty of this Bond.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed under the Contract or to the Specifications accompanying the same shall in any manner affect its obligation on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

The Surety agrees to pay to the State of Texas upon demand all loss and expenses, including attorney's fees and court costs, incurred by the State of Texas by reason of or on account of any breach of this obligation by the Surety.

This Bond is issued pursuant to the requirements of Section 2253.021, Texas Government Code, as amended.

IN WITNESS WHEREOF, the Principal and Surety have executed and sealed this instrument this _____ day of _____, 20____.

_____, Principal

(PRINCIPAL'S SEAL if a corporation)

By: _____

Name: _____

Title: _____

_____, Surety

(SURETY'S SEAL)

By: _____

Name: _____

Attorney-in-Fact

PAYMENT BOND

STATE OF TEXAS

COUNTY OF BRAZOS

KNOW ALL MEN BY THESE PRESENTS

That we, _____, as Principal, and _____, as Surety, are hereby held and firmly bound unto the State of Texas in the penal sum of: _____ Dollars (\$ _____) for the payment whereof, the said Principal and Surety bind themselves, their heirs, executors, administrators and successors, jointly and severally firmly by these presents.

The conditions of this obligation are such that, whereas the Principal entered into a certain contract (the "Contract"), which Contract is incorporated into this Payment Bond by this reference, with the State of Texas acting by and through the Board of Regents of The Texas A&M University System, as Oblige, dated _____ for the _____ Project No. _____.

NOW, THEREFORE, if the Principal shall promptly make payments to all claimants, as defined in Chapter 2253, Texas Government Code, supplying labor and materials in the prosecution of the work provided for in said Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

This Bond is made and entered into solely for the protection of all claimants supplying labor and material in the prosecution of the Work provided for in said Contract, and all such claimants shall have a direct right of action under the Bond as provided in Chapter 2253, Texas Government Code.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed under the Contract shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed under the Contract.

The Surety agrees to pay the State of Texas upon demand all loss and expense, including attorney's fees and court costs, incurred by the State of Texas by reason of or on account of any breach of this obligation by the Surety.

IN WITNESS WHEREOF, the Principal and Surety have duly signed and sealed this instrument this _____ day of _____, 20____.

_____, Principal

(PRINCIPAL'S SEAL)
if a corporation)

By: _____

Name: _____

Title: _____

_____, Surety

(SURETY'S SEAL)

By: _____

Name: _____

Attorney-in-Fact



TEXAS A&M UNIVERSITY SYSTEM
301 Tarrow Street, 2nd Floor
College Station, Texas 77840

Minimum Prevailing Wage Rate
County: Brazos
Revised: 10/07/14

CLASSIFICATION	RATE	NOTES
Acoustic Ceiling Installer	11.68	
Asbestos Abatement Worker	12.49	
Carpenter	14.57	
Concrete – Pour and Finish	13.78	
Crane Operator	23.15	
Driver	11.26	
Drywall Installer	10.87	
Electrician – Journeyman	18.96	
Electrician – Apprentice	11.67	
Elevator Mechanic – Journeyman	52.38	
Elevator Mechanic – Apprentice	45.98	
Fire Protection – Controls	12.80	
Fire Protection – Pipefitter	19.30	
Formwork Builder	11.31	
Glazier	13.67	
HVAC – Journeyman	18.74	
HVAC – Apprentice	11.87	
HVAC – Controls	15.10	
Insulator	12.00	
Ironworker	14.09	
Laborer/Helper	10.64	
Mason	12.67	
Equipment Operator – Light	11.60	
Equipment Operator – Heavy	11.75	
Painter	10.19	
Pipefitter – Journeyman	24.29	
Pipefitter - Apprentice	14.19	
Plasterer	13.68	
Plumber – Journeyman	23.99	
Plumber – Apprentice	14.47	
Reinforcing Steel Worker	10.80	
Roofer	15.85	
Stone Mason	14.60	
Terrazzo Installer	9.76	
Tile Setter	14.08	
Waterproofer	12.17	

Note: Listed minimum prevailing wage rate is the base hourly wage rate including fringes.



HUB SUBCONTRACTING PLAN (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders contracts,
- 32.7 percent for all special trade construction contracts,
- 23.6 percent for professional services contracts,
- 24.6 percent for all other services contracts, and
- 21 percent for commodities contracts.

- - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

SECTION 1 RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: _____ State of Texas VID #: _____
Point of Contact: _____ Phone #: _____
E-mail Address: _____ Fax #: _____
- b. Is your company a State of Texas certified HUB? ☐ - Yes ☐ - No
- c. Requisition #: _____ Bid Open Date: _____

(mm/dd/yyyy)

Enter your company's name here: _____ Requisition #: _____

SECTION 2 SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11., an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- ☐ - **Yes**, I will be subcontracting portions of the contract. (If **Yes**, complete Item b, of this SECTION and continue to Item c of this SECTION.)
- ☐ - **No**, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If **No**, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs .
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>)

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

- ☐ - **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- ☐ - **No** (If **No**, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the **aggregate expected percentage** of the contract you will subcontract with Texas certified HUBs with which you have a continuous contract* in place with for five (5) years or less **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".

- ☐ - **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- ☐ - **No** (If **No**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

**Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

a. This page can be used as a continuation sheet to the HSP Form's page 2, SECTION 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

[illegible]

Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: _____

Requisition #: _____

SECTION 3 SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

- ☐ - Yes (If **Yes**, in the space provided below **list the specific page(s)/section(s)** of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)
- ☐ - No (If **No**, in the space provided below **explain how** your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

SECTION 4 AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature

Printed Name

Title

Date
(mm/dd/yyyy)

- REMINDER:** ➤ If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

IMPORTANT: If you responded “Yes” to SECTION 2, Items c or d of the completed HSP form, you must submit a completed “HSP Good Faith Effort - Method A (Attachment A)” for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-A.doc>

Item #:	Description:
1	100% Cotton T-Shirt
2	100% Cotton T-Shirt
3	100% Cotton T-Shirt
4	100% Cotton T-Shirt
5	100% Cotton T-Shirt
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92	100% Cotton T-Shirt
93	100% Cotton T-Shirt
94	100% Cotton T-Shirt
95	100% Cotton T-Shirt
96	100% Cotton T-Shirt
97	100% Cotton T-Shirt
98	100% Cotton T-Shirt
99	100% Cotton T-Shirt
100	100% Cotton T-Shirt

HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: _____ Requisition #: _____

IMPORTANT: If you responded "**No**" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-B.doc>

SECTION B-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing this attachment.

Item #: _____ Description: _____

SECTION B-2 MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If Yes, to continue to SECTION B-4.)

☐ - No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and minority or women trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and minority or women trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the minority or women trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://www.window.state.tx.us/procurement/cmb/cmbhub.html>. HUB Status code "**A**" signifies that the company is a Texas certified HUB.
- List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID #	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more minority or women trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to minority or women trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>
- List two (2) minority or women trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Minority/Women Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

HSP Good Faith Effort - Method B (Attachment B) *Cont.*

Enter your company's name here: _____

Requisition #: _____

SECTION B-4 SUBCONTRACTOR SELECTION

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item #: _____ Description: _____

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID # (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is **not** a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more minority or women trade organizations or development centers at least seven (7) working days prior to submitting its bid response to the contracting agency.

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C, Item 2**, reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

Section A	PRIME CONTRACTOR'S INFORMATION
Company Name:	State of Texas VID #:
Point-of-Contact:	Phone #:
E-mail Address:	Fax #:

Section B	CONTRACTING STATE AGENCY AND REQUISITION INFORMATION
Agency Name:	
Point-of-Contact:	Phone #:
Requisition #:	Bid Open Date: (mm/dd/yyyy)

Section C	SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION
1. Potential Subcontractor's Bid Response Due Date:	<p>If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than <input type="text" value="Select"/> Central Time on: <input type="text" value="Date (mm/dd/yyyy)"/></p> <div><p><i>In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, we must provide the same notice to two (2) or more minority or women trade organizations or development centers at least seven (7) working days prior to submitting our bid response to the contracting agency.</i></p><p><i>(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the minority or women trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)</i></p></div>
2. Subcontracting Opportunity Scope of Work:	
3. Required Qualifications: <input type="checkbox"/> - Not Applicable	
4. Bonding/Insurance Requirements: <input type="checkbox"/> - Not Applicable	
5. Location to review plans/specifications: <input type="checkbox"/> - Not Applicable	



HUB SUBCONTRACTING PLAN (HSP)

QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- ❖ If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:
 - ☐ Section 1 – Respondent and Requisition Information
 - ☐ Section 2 a. – Yes, I will be subcontracting portions of the contract
 - ☐ Section 2 b. – List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors
 - ☐ Section 2 c. – Yes
 - ☐ Section 4 – Affirmation
 - ☐ GFE Method A (Attachment A) – Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- ❖ If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract* in place for five (5) years or less meets or exceeds the HUB Goal the contracting agency identified in the “Agency Special Instructions/Additional Requirements”, complete:
 - ☐ Section 1 – Respondent and Requisition Information
 - ☐ Section 2 a. – Yes, I will be subcontracting portions of the contract
 - ☐ Section 2 b. – List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
 - ☐ Section 2 c. – No
 - ☐ Section 2 d. – Yes
 - ☐ Section 4 – Affirmation
 - ☐ GFE Method A (Attachment A) – Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- ❖ If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract* in place for five (5) years or less does not meet or exceed the HUB Goal the contracting agency identified in the “Agency Special Instructions/Additional Requirements”, complete:
 - ☐ Section 1 – Respondent and Requisition Information
 - ☐ Section 2 a. – Yes, I will be subcontracting portions of the contract
 - ☐ Section 2 b. – List all the portions of work you will subcontract, and indicated the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
 - ☐ Section 2 c. – No
 - ☐ Section 2 d. – No
 - ☐ Section 4 – Affirmation
 - ☐ GFE Method B (Attachment B) – Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- ❖ If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources, complete:
 - ☐ Section 1 – Respondent and Requisition Information
 - ☐ Section 2 a. – No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources
 - ☐ Section 3 – Self Performing Justification
 - ☐ Section 4 – Affirmation

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into “new” contracts.

HSP "GOOD FAITH EFFORT" **METHOD B**
CHECKLIST

- () Enter your company's name and solicitation number at the top of page
- () **Section B-1 – Subcontracting Opportunity**
- ___ Enter the line item number and description that corresponds in **Section 2, Item b** of the HSP
- () **Section B-2 – Mentor-Protégé Program**
- ___ Yes, proceed to **Section B-4**
- ___ No, proceed to **Section B-3**
- () **Section B-3 – Notification of Subcontracting Opportunity**
- ___ Contacted three (3) certified Texas HUB's for each subcontracting area and documented these efforts in **Section B-3 b.**
- ___ Provided seven (7) working days for the vendors to respond
- ___ Contacted two (2) or more minority or women trade organizations or development centers and documented these efforts in **Section B-3 d.**
- ___ Provided seven (7) working days to the trade organizations or development centers
- ___ Provided written documentation as proof of notification to the HUB vendors and minority or women trade organizations or development centers
- () **Section B-4 – Subcontractor Selection**
- ___ In **Section B-4 a** enter the line item number and description that corresponds in **Section B-1**
- ___ Indicate the vendor and expected percentage or dollar figure of subcontracted area in **Section B-4 b.**
- ___ and if not a HUB vendor, provide a justification in **Section B-4 c.**

TAMU FENCING PROJECT – SCOPE OF WORK

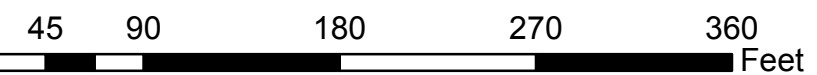
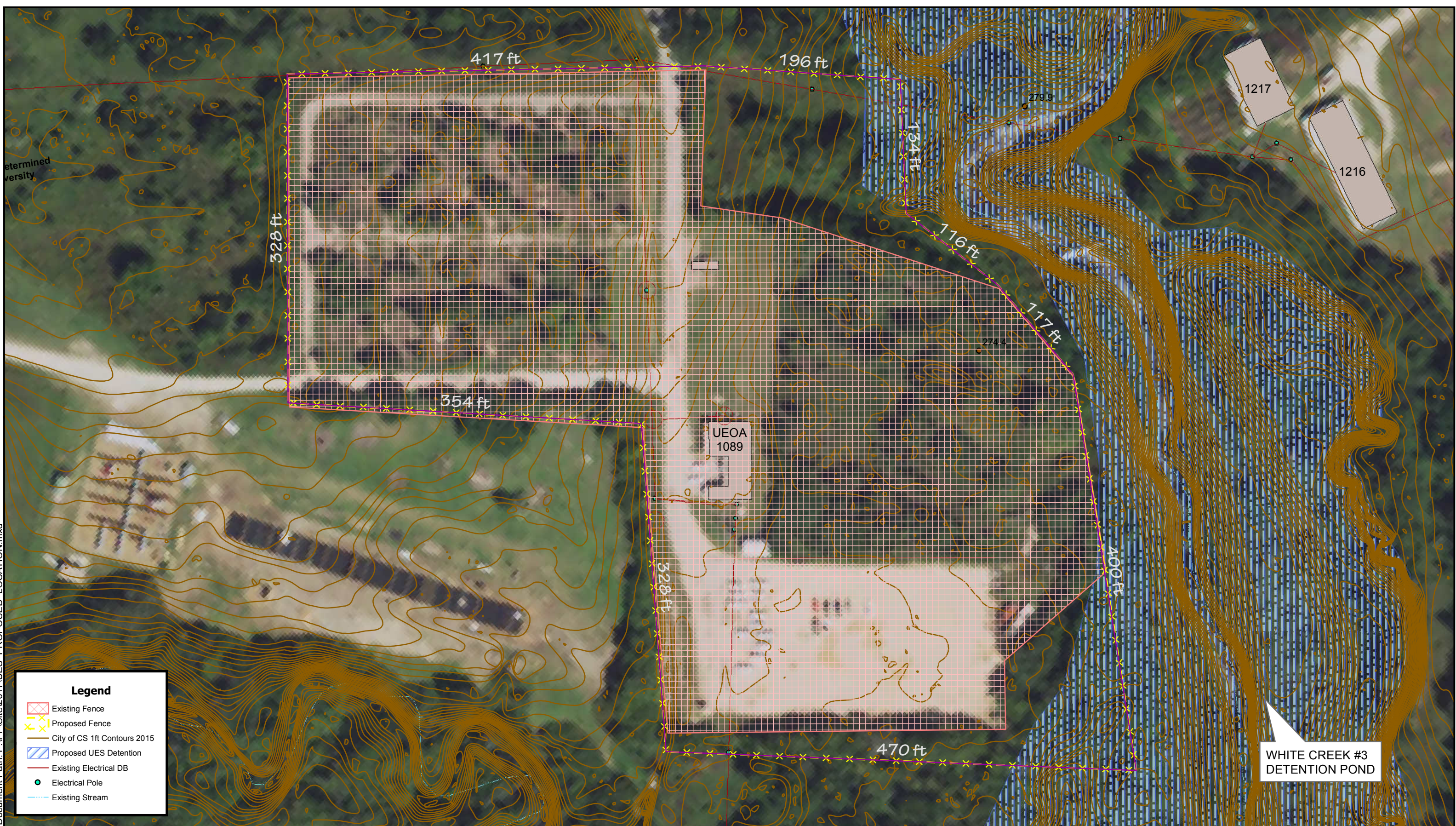
TAMU BID #ITB-0044

1. Install per attached prints, 7 foot tall fence with barb wire on top Approx 2800 feet.
2. (2) automatic 13 foot open chain link gates as indicated.
3. The gates need a concrete 14 foot wide concrete apron centered on gate opening that extends to a depth of 10 feet on each side of the gates. Concrete to be 6" thick with #4 rebar on 12" centers
4. The gates must be operated by a toll tag reader signal on entry and a ground loop on exit in the concrete. UES will purchase and provide the ground loop control to be installed in the concrete. Reader will be installed at a later date by others.
5. The gates must have key fob access point at entry, conduit run per print, controllers installed by others.
6. The gates must have a (2) cameras each. One pointed at the gate and the other down the interior drive of the compound. Pole to be installed as part of fence package but cameras to be installed by others.
7. All fence lines need to be cleared, to the ground, for 10 feet on each side of the fence and the inner area cleared. Use of medium Hydro Ax machine has been researched the clearing work for trees and brush under 6" dia. Supporting chain saw work will also be required
8. Hydro axe of the entire old tree storage area in the triangular fenced section behind the building. Area approx. 350' x 300' x 400' Triangle.
9. Demo and removal of existing fence. Approx. 4000 feet.
10. All trees on the interior of the compound that are not tagged with red ribbon need to be removed
11. A 12 foot manual gate needs to be installed on the 409 foot southern section of the fence, located approx. 20 feet off the NW corner 349 foot section adjacent.
12. 2 cameras and an exterior light need to be mounted west of the UEO with one pointed at the modular building and one at building 1089 to be installed by others.
13. Total of two pedestrian gates 3' 6" open one to be installed by each automatic gate and receive a standard keyed shackle lock. Lock provided by UES.
14. 1" conduits to be installed per prints and extended up through the noted concrete pads located near the automatic gates.
15. Two poles 4" in diameter and extending 10 feet above ground level, one each to be installed on the operator side of each automatic gate. Post to be installed typical to other fence posts, located one 1 foot off the fence and one foot off the opening.

Location: UEO – Utility Energy Office

Located West off 2818, when heading South on 2818 just past George Bush Dr. gravel exit road located between George Bush Dr. & Luther Street

Document Path: P:\P\Site\2017\UES PROPOSED LOCATION.mxd

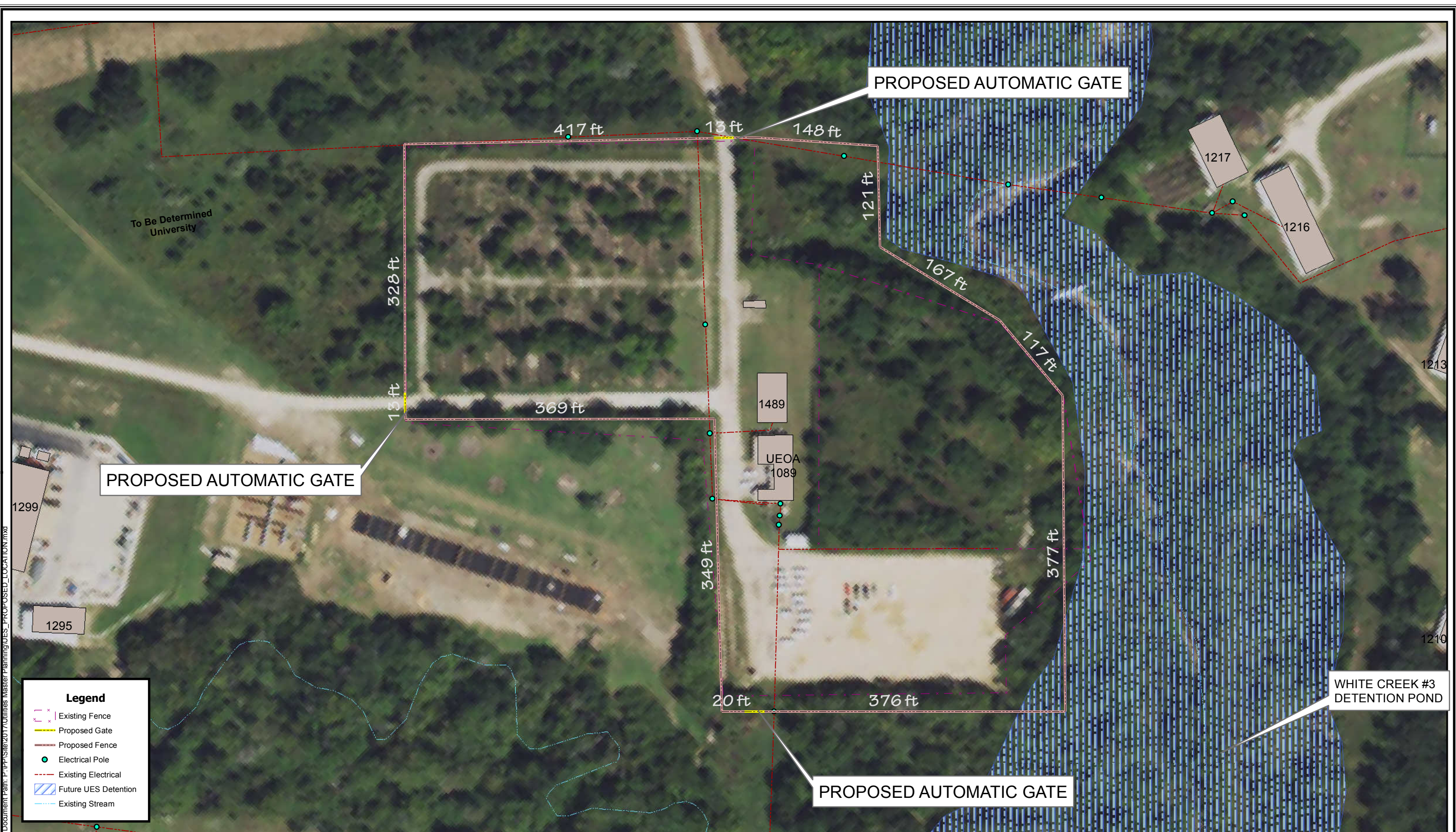


UES Utilities

Proposed UEO Fence



Date: 7/20/2017 Author: J. Brown



Document Path: P:\P\GIS\2017\Utilities Master Planning\UES_PROPOSED_LOCATION.mxd

Legend

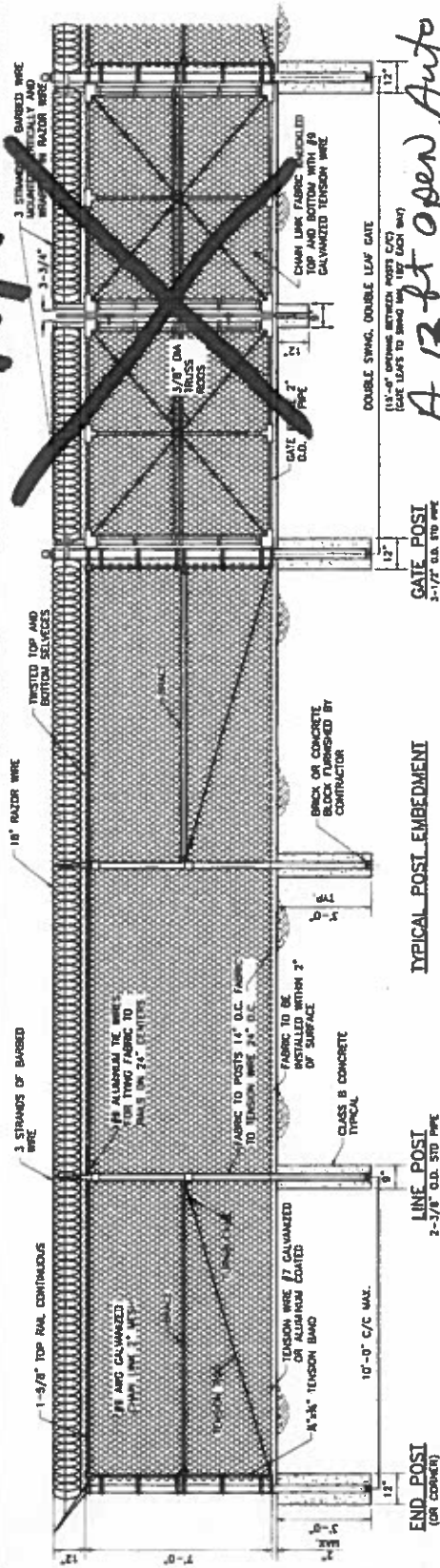
- Existing Fence
- Proposed Gate
- Proposed Fence
- Electrical Pole
- Existing Electrical
- Future UES Detention
- Existing Stream



UES Utilities

Proposed UEO Fence

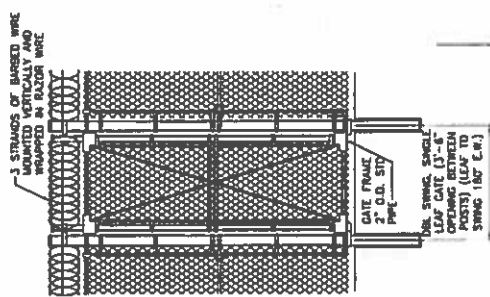
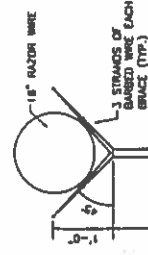
N/A



A. 13 ft open Auto Matic Chain Link Gate with operator (Typ. 2)

- NOTES:
1. ALL METAL PARTS SHALL BE HOT DIP GALVANIZED.
 2. FENCES AND GATES SHALL BE FURNISHED COMPLETE WITH ALL NECESSARY FITTINGS AND HARDWARE.
 3. FOR GATES, SIZE OF PIPES, SAG RODS AND TURNBUCKLES SHALL BE AS SHOWN. TURNBUCKLES SHALL ALSO MEET THE REQUIREMENTS OF THIS DRAWING.
 4. POSTS SHALL BE ROLLED OR EXTRUDED SECTIONS OF TUBING OF STEEL OR ALUMINUM. TURNBUCKLES SHALL BE OF 1/2\"
 5. STANDARD PIPE SIZES INDICATED ARE NOMINAL DIAMETER, SCHEDULE 40, PER AMERICAN STANDARDS ASSOCIATION (ASA) B36.10.
 6. PROVIDE PLUNGE ROD AND CATCHES FOR ALL GATES IN OPEN AND CLOSED POSITION.
 7. INCLUDE A SHIELDED LOCK AT THE DOUBLE GATES AND PERSONNEL GATES (KEYED ALIKE).

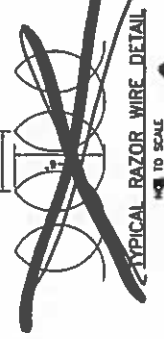
INSIDE ELEVATION OF CHAIN LINK FENCE AND GATES



PERSONNEL GATE DETAIL

NOT TO SCALE

1'-0"



TYPICAL RAZOR WIRE DETAIL

NOT TO SCALE

ANTI-CLIMB DETAIL

NOT TO SCALE

SECTION

NOT TO SCALE

N/A

32 31 13 CHAIN LINK FENCES AND GATES

1.00 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract apply to this Section.

1.02 SUMMARY

- A. This Section includes the following:

1. The procurement and installation of chain link fence with barbed wire and razor wire, and swing gates.
2. Delivery, unloading and installation of the fence enclosure on the Owner's property will be included.
3. Furnished materials shall be new and free from defects and shall include all components required.

1.03 SUBMITTALS

- A. Product Data: Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for chain-link fences and gates.

1. Fence and gate posts, rails, and fittings.
2. Chain-link fabric, reinforcements, and attachments.
3. Gates and hardware.
4. Accessories: Barbed wire, barbed tape.
- B. Shop Drawings: Show locations of fences, gates, posts, rails, tension wires, details of extended posts, extension arms, gate swing, or other operation, hardware, and accessories. Indicate materials, dimensions, sizes, weights, and finishes of components. Include plans, gate elevations, sections, details of post anchorage, attachment, bracing, and other required installation and operational clearances.

- C. Product Certificates: For each type of chain-link fence, and gate, signed by product manufacturer.

1. Strength test results for framing according to ASTM F1043.

- D. Qualification Data: For Installer.

1.04 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has completed chain-link fences and gates similar in material, design, and extent to those indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.

1.05 PROJECT CONDITIONS

pg. 2/9

A. Field Measurements: Verify layout information for chain-link fences and gates shown on Drawings in relation to property survey and existing structures. Verify dimensions by field measurements.

B. Interruption of Existing Utility Service: Do not interrupt utility services to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

1. Notify Engineer no fewer than 2 days in advance of proposed interruption of utility services.
2. Do not proceed with interruption of utility services without Engineer's written permission.

2.00 PRODUCTS

2.01 CHAIN-LINK FENCE FABRIC

A. General: Height indicated on Drawings. Provide fabric in one-piece heights measured between top and bottom of outer edge of selvage knuckle or twist. Comply with ASTM A392, CLFMI CLF 2445, and requirements indicated below:

1. Steel Wire Fabric: Metallic wire with a diameter of 0.148 inch.
 - a. Mesh Size: 2 inches.
 - b. Weight of Metallic (Zinc) Coating: ASTM A392, Type II, Class 2, 2.0 oz./sq. ft. with zinc coating applied before weaving.
 - c. Weight of Zn-5-Al Class 2, 1.0 oz./sq. ft.
 - d. Coat selvage ends of fabric that is metallic coated before the weaving process with manufacturer's standard clear protective coating.
2. Selvage: Twisted top and bottom.

2.02 INDUSTRIAL FENCE FRAMING

A. Posts and Rails: Comply with ASTM F1043 for framing, ASTM F1083 for Group IC round pipe, and the following:

1. Group: IA, round steel pipe, Schedule 40.
2. Fence Height: 7 feet.
3. Strength Requirement: Heavy Industrial according to ASTM F1043.
4. Post Diameter and Thickness: According to ASTM F1083.
 - a. Top Rail: 1.625 inches.
 - b. Line Post: 2.375 inches.
 - c. End, Corner and Pull Post: 2.875 inches.
 - d. Swing Gate Post: According to ASTM F900 3.5-inch diameter.
5. Coating for Steel Framing:

a. Metallic Coating:

- 1). Type A, consisting of not less than minimum 2.0-oz./sq. ft average zinc coating per ASTM A123.

2.03 TENSION WIRE

A. General: Provide horizontal tension wire at the following locations:

1. Location: Extended along bottom of fence fabric.
2. Location: Extended along top of barbed wire arms and extended posts and top of fence fabric for supporting barbed tape.
3. Location: On the drawings.

B. Metallic-Coated Steel Wire: 7 gauge, marcelled tension wire complying with ASTM A817, ASTM A824, and the following:

1. Metallic Coating: Type II, zinc coated (galvanized) by hot-dip process, with the following minimum coating weight:
 - a. Class 2: Not less than 1.2 oz./sq. ft. of uncoated wire surface.

2.04 INDUSTRIAL SWING GATES

A. General: Comply with ASTM F900 for single and double swing gate types.

1. Metal Pipe and Tubing: Galvanized steel. Comply with ASTM F1043 and ASTM F2083 for materials and protective coatings.

B. Frames and Bracing: Fabricate members from round, square, galvanized steel tubing with outside dimension and weight according to ASTM F900 and the following:

1. Gate Fabric Height: 2 inches less than adjacent fence height.
2. Leaf Width: As indicated.
3. Frame Members:
 - a. Tubular Steel: 2 inches round.

C. Frame Corner Construction:

1. Welded or assembled with corner fittings and 5/16-inch diameter, adjustable truss rods for panels 5 feet wide or wider.

D. Extended Gate Posts and Frame Members: Extend gate posts and frame end members above top of chain-link fabric at both ends of gate frame 12 inches as required to attach barbed tape assemblies.

E. Hardware: Latches permitting operation from both sides of gate, hinges, center gate stops and keepers for each gate leaf more than 5 feet wide. Fabricate latches with integral eye openings for padlocking; padlock accessible from both sides of gate.

1. Furnish shielded locks for all gates (keyed alike).

2.05 FITTINGS

- A. General: Comply with ASTM F626.
- B. Post and Line Caps: Provide for each post.
 - 1. Line post caps with loop to receive tension wire or top rail.
- C. Rail and Brace Ends: Attach rails securely to each gate, corner, pull, and end post.
- D. Rail Fittings: Provide the following:
 - 1. Top Rail Sleeves: Pressed-steel or round-steel tubing not less than 6 inches long.
 - 2. Rail Clamps: Line and corner boulevard clamps for connecting intermediate and bottom rails in the fence line-to-line posts.
- E. Tension and Brace Bands: Pressed steel.
- F. Tension Bars: Steel, length not less than 2 inches shorter than full height of chain-link fabric. Provide one bar for each gate and end post, and two for each corner and pull post, unless fabric is integrally woven into post.
- G. Truss Rod Assemblies: Steel, hot-dip galvanized after threading rod and turnbuckle or other means of adjustment.
- H. Barbed Wire Arms: Pressed steel or cast iron, with clips, slots, or other means for attaching strands of barbed wire, and means for attaching to posts or, integral with post cap; for each post, unless otherwise indicated, and as follows:
 - 1. Line posts with arms that accommodate top rail.
 - 2. Corner arms at fence corner posts, unless extended posts are indicated.
 - 3. Type III, V-shaped arm.
- I. Tie Wires, Clips, and Fasteners: According to ASTM F626.
 - 1. Standard Round Wire Ties: For attaching chain-link fabric to posts, rails, and frames, complying with the following:
 - a. Hot-Dip Galvanized Steel: galvanized coating thickness matching coating thickness of chain-link fence fabric.

J. Finish:

- 1. Metallic Coating for Pressed Steel: Not less than 1.2 oz. /sq. ft. zinc.

2.06 BARBED WIRE

- A. Zinc-Coated Steel Barbed Wire: Comply with ASTM A121, Standard grade for the following two-strand barbed wire:
 - 1. Standard Size and Construction: 12 1/2 gauge diameter line wire with 0.080-inch diameter, 4 round barbs spaced not more than 3 inches o.c.

2.07 BARBED TAPE

- A. Wire-Reinforced Tape: 430 Series stainless steel hardened to Rockwell (30N), 0.025 inch thick by 1 inch wide before fabrication; with four-point, needle-sharp barbs permanently cold clenched to a minimum of 230 F around a core wire.
1. Core wire: 0.098-inch diameter, high-tensile-strength, zinc-coated steel complying with ASTM A764.
 - B. Clips: Stainless steel, 0.065 inch thick by 0.375 inch wide, capable of withstanding a minimum 150-lbf pull load to limit extension of coil, resulting in a concertina pattern when deployed.
 - C. Tie Wires: Stainless steel, 0.065 inch diameter.
 - D. Fabrication: Continuous coils of barbed tape as defined in ASTM F1379 for the following characteristics:
 1. Configuration: Singlecoil.
 2. Style: Helical pattern.
 3. Coil Diameter(s): 18 inches.
 4. Coil Loop Spacing(s): 12 inches.
 5. Barb Length Classification: 2.25 inch barb.
 6. Barb Spacing: 4 inches o.c.
 7. Barb Set: Straight

2.08 CAST-IN-PLACE CONCRETE

- A. Materials: Portland cement complying with ASTM C150, Type I aggregates complying with ASTM C33, and potable water for ready-mixed concrete complying with ASTM C94.
1. Concrete Mixes: Normal-weight concrete air entrained with not less than 3000-psi compressive strength (28 days), 3-inch slump, and 1-inch maximum size aggregate.

2.09 GROUT AND ANCHORING CEMENT

- A. Nonshrink, Nonmetallic Grout: Premixed, factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C1107. Provide grout, recommended in writing by manufacturer, for exterior applications.
- B. Erosion-Resistant Anchoring Cement: Factory-packaged, nonshrink, nonstaining, hydraulic-controlled expansion cement formulation for mixing with potable water at Project Site to create pourable anchoring, patching, and grouting compound. Provide formulation that is resistant to erosion from water exposure without needing protection by a sealer or waterproof coating and that is recommended in writing by manufacturer, for exterior applications.

3.00 EXECUTION

3.01 EXAMINATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for site clearing, earthwork, pavement work, and other conditions affecting performance.

1. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Stake locations of fence lines, gates, and terminal posts. Do not exceed intervals of 500 feet or line of sight between stakes. Indicate locations of utilities, lawn sprinkler system, underground structures, benchmarks, and property monuments.

3.03 INSTALLATION, GENERAL

- A. Install chain-link fencing to comply with ASTM F567 and more stringent requirements specified.

3.04 CHAIN-LINK FENCE INSTALLATION

- A. Post Excavation: Drill or hand-excavate holes for posts to diameters and spacings indicated, in firm, undisturbed soil.

- B. Post Setting: Set posts in concrete at indicated spacing into firm, undisturbed soil.

1. Verify that posts are set plumb, aligned, and at correct height and spacing, and hold in position during setting with concrete or mechanical devices.
2. Concrete Fill: Place concrete around posts to dimensions indicated and vibrate or tamp for consolidation. Protect aboveground portion of posts from concrete splatter.
- a. Exposed Concrete: Extend 2 inches above grade; shape and smooth to shed water.
- C. Terminal Posts: Locate terminal end, corner, and gate posts per ASTM F567 and terminal pull posts at changes in horizontal or vertical alignment of 30 degrees or more.

- D. Line Posts: Space line posts uniformly at 10 feet o.c.

- E. Post Bracing and Intermediate Rails: Install according to ASTM F567, maintaining plumb position and alignment of fencing. Install braces at end and gate posts and at both sides of corner and pull posts.

1. Locate horizontal braces at mid-height of fabric 6 feet or higher, on fences with top rail and at 2/3 fabric height on fences without top rail. Install so posts are plumb when diagonal rod is under proper tension.

- F. Tension Wire: Install according to ASTM F567, maintaining plumb position and alignment of fencing. Pull wire taut, without sags. Fasten fabric to tension wire with 0.120-inch diameter hog rings of same material and finish as fabric wire, spaced a maximum of 24 inches o.c. Install tension wire in locations indicated before stretching fabric.

1. Bottom Tension Wire: Install tension wire within 6 inches of bottom of fabric and tie to each post with not less than same diameter and type of wire.
- G. Top Rail: Install according to ASTM F567, maintaining plumb position and alignment of fencing. Run rail continuously through line post caps, bending to radius for curved runs and terminating into rail end attached to posts or post caps fabricated to receive rail at terminal posts. Provide expansion couplings as recommended in writing by fencing manufacturer.
- H. Chain-Link Fabric: Apply fabric to outside of enclosing framework. Leave 2 inches between finish grade or surface and bottom selvage, unless otherwise indicated. Pull fabric taut and tie to posts, rails, and tension wires. Anchor to framework so fabric remains under tension after pulling force is released.
- I. Tension or Stretcher Bars: Thread through fabric and secure to end, corner, pull, and gate posts with tension bands spaced not more than 15 inches o.c.
- J. Tie Wires: Use wire of proper length to firmly secure fabric to line posts and rails. Attach wire at one end to chain-link fabric, wrap wire around post a minimum of 180 degrees, and attach other end to chain-link fabric per ASTM F626. Bend ends of wire to minimize hazard to individuals and clothing.
1. Maximum Spacing: Tie fabric to line posts at 12 inches o.c. and to braces at 24 inches o.c.
- K. Fasteners: Install nuts for tension bands and carriage bolts on the side of the fence opposite the fabric side. Peen ends of bolts or score threads to prevent removal of nuts.
- L. Barbed Wire: Install barbed wire uniformly spaced as indicated on Drawings. Pull wire taut and install securely to extension arms and secure to end post or terminal arms.
- M. Barbed Tape: Install barbed tape uniformly in configurations indicated and fasten securely to prevent movement or displacement.

3.05 GATE INSTALLATION

- A. Install gates according to manufacturer's written instructions, level, plumb, and secure for full opening without interference. Attach fabric as for fencing. Attach hardware using tamper-resistant or concealed means. Install ground-set items in concrete for anchorage. Adjust hardware for smooth operation and lubricate where necessary.

3.06 FIELD QUALITY CONTROL (NOT USED)

3.07 ADJUSTING

- A. Gate: Adjust gates to operate smoothly, easily, and quietly, free of binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.

END OF SECTION

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APPENDIX A

4.01 MEASUREMENT AND PAYMENT

4.02 CHAIN LINK FENCE

- A. Measurement for Chain Link Fence shall be per linear foot, not including gates, installed in accordance with the contract documents. Adjustments may be made to the length of fence.
- B. Payment for Chain Link Fence shall be made at the unit price bid per linear foot for "Chain Link Fence", which price shall be full compensation for furnishing all plant, labor, materials and equipment required for installation of chain link fence regardless of installed length.

4.02 PEDESTRIAN GATES

- A. Measurement for Pedestrian Gates shall be per each installed in accordance with the contract documents.
- B. Payment for Pedestrian Gates shall be made at the unit price bid per each for "Pedestrian Gates", which price shall be full compensation for furnishing all plant, labor, materials and equipment and adjustment required for installation of the gates.

4.03 VEHICLE GATES

- A. Measurement for Vehicle Gates shall be per each installed in accordance with the contract documents.
- B. Payment for Vehicle Gates shall be made at the unit price bid per each for "Vehicle Gates", which price shall be full compensation for furnishing all plant, labor, materials and equipment and adjustment required for installation of the gates.

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TEXAS A&M UNIVERSITY BEST VALUE CRITERIA

TEXAS A&M UNIVERSITY SHALL AWARD THIS BID BASED ON, BUT NOT LIMITED TO, THE FOLLOWING "BEST VALUE" CRITERIA. TEXAS A&M 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 DELIVERY OF REQUESTED PRODUCTS/SERVICES
- THE REPUTATION OF THE VENDOR AND OF THE VENDOR'S GOODS OR SERVICES
- THE QUALITY OF THE VENDOR'S GOOD OR SERVICES
- THE EXTENT TO WHICH THE GOODS OR SERVICES MEET THE COMPONENT'S NEEDS
- THE VENDOR'S PAST RELATIONSHIP WITH THE COMPONENT
- QUALIFICATIONS OF VENDOR (ABILITY TO MEET THE DEMANDS OF THE DEPARTMENT TO THE REQUIRED STANDARDS OF THE DEPARTMENT)
- ANY RELEVANT FACTOR(S) THAT TEXAS A&M MAY DEEM RELEVANT IN MAKING THIS AWARD.

P.O. Box 30013
1477 TAMU
College Station, TX 77842-3013

Tel. 979.845.4570 Fax. 979.845.3800
<http://purchasing.tamu.edu>

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

1. BIDDING REQUIREMENTS

- 1.1 Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1.2 Pricing must be quoted on a "per unit" basis, extended as indicated. Any trade discounts included must be itemized and deducted from extended prices. Unit Prices shall govern in the event of extension errors. Bidder guarantees product or service offered will meet or exceed specifications included as part of this Invitation for Bid.
- 1.3 Bids should be submitted on this form. Each bid that is mailed should be placed in a separate envelope completely and properly identified. Instructions on page 1, top center. Bids must be received by the TEXAS A&M DEPARTMENT OF PROCUREMENT SERVICES 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 page 1 of this Invitation for Bid. When using a delivery service or hand delivering, which requires a street address, address is Agronomy Road, College Station, TX 77843.
- 1.5 Late bids will not be considered under any circumstances.
- 1.6 Bids should be quoted "F.O.B. destination, freight prepaid and allowed". If quoting freight otherwise, show exact delivery cost and who bears cost if not included in unit price.
- 1.7 Bid prices are requested to be firm for TEXAS A&M acceptance within 30 days of bid opening date. "Discount from list" bids are not acceptable unless requested. Cash discount will not be considered in determining the low bid. All cash discounts will be taken if earned.
- 1.8 Bids should give SUPPLIER 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 SUPPLIER 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 page 1 (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 the TEXAS A&M DEPARTMENT OF PROCUREMENT SERVICES based on a written acceptable reason.
- 1.10 Purchases made for TEXAS A&M use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise tax Exemption Certificate will be furnished by TEXAS A&M upon request.
- 1.11 TEXAS A&M reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the State.
- 1.12 Consistent and continued tie bidding could cause rejection of bids by TEXAS A&M and/or investigation for antitrust violations.
- 1.13 Other preferences as defined in Rule 1 TAC 113.8 (check any that are applicable)
 - ☐ Products of persons with mental or physical disabilities
 - ☐ Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
 - ☐ Energy efficient products
 - ☐ Rubberized asphalt paving material
 - ☐ Recycled motor oil and lubricants
 - ☐ Products produced at facilities located on formerly contaminated property
 - ☐ Products and services from economically depressed or blighted areas
- 1.14 The telephone number for FAX submission of bids is 979-845-3800. This is the only number that will be used for the receipt of bids. TEXAS A&M shall not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered.
- 1.15 Inquiries pertaining to IFBs must include the IFB number and opening date.

2. SPECIFICATIONS

- Any catalogue, brand name or manufacturer's reference used in the Invitation for Bid is descriptive only (not restrictive), and is used to indicate type and quality desired. Bids on brands of like nature and quality will be considered unless otherwise specified. If bidding on other than reference, bid should show manufacturer, brand or trade name, and other description of the product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the bid. If bidder takes an exception to specifications or reference data in his or her bid, bidder will be required to furnish brand names, numbers, etc., as specified in the Invitation for Bid (IFB).
- 2.1 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.
 - 2.2 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
 - 2.3 Samples, when requested, must be furnished free of expense to TEXAS A&M. 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 TEXAS A&M bid number. Do not enclose in or attach bid to sample.
 - 2.4 TEXAS A&M will not be bound by any oral statement or representation contrary to the written specifications of this IFB.

- 2.5 Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.

3. **TIE BIDS** - In case of tie bids, the award will be made in accordance with Rule 1 TAC Section 113.6 (b) (3) and 113.8 (Preferences).

4. DELIVERY

- 4.1 Bid should show number of days required to place material in receiving agency's designated location under normal conditions. Failure to state delivery time obligates SUPPLIER to complete delivery in 14 calendar days. Unrealistically short or long delivery promises may cause bid to be disregarded.
- 4.2 If delay is foreseen, SUPPLIER shall give written notice to TEXAS A&M. TEXAS A&M has the right to extend delivery date if reasons appear valid. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes TEXAS A&M to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting SUPPLIER.
- 4.3 No substitutions or cancellation permitted without written approval of the TEXAS A&M DEPARTMENT OF PROCUREMENT SERVICES.
- 4.4 Delivery shall be made during normal working hours only, unless prior approval for late delivery has been obtained from TEXAS A&M.

5. **INSPECTION AND TESTS** - All goods will be subject to inspection and test by TEXAS A&M to the extent practicable at all times and places. Authorized TEXAS A&M personnel shall have access to any SUPPLIER'S place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the cost of the testing shall be borne by the SUPPLIER. Goods which have been delivered and rejected in whole or in part may, at TEXAS A&M'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. **BIDDER AFFIRMATION** - Signing this bid with a false statement is a material breach of contract and shall void the submitted bid or any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that:

- 6.1 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.
- 6.2 The bidder is not currently delinquent in the payment of any franchise tax owed the State of Texas.
- 6.3 Pursuant to Section 2155.004 Government Code, relating to collection of state and local sales and use taxes, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- 6.4 Neither the bidder nor the firm, corporation, partnership or institution represented by the bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal Antitrust Laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
- 6.5 The bidder has not received compensation for participation in the preparation of the specifications for this IFB.
- 6.6 The SUPPLIER shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, from any acts or omissions of SUPPLIER or any agent, employee, subcontractor, or SUPPLIER of SUPPLIER in the execution or performance of this purchase order.
- 6.7 Bidder agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
- 6.8 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: _____

- 6.9 Bidder agrees to comply with Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.
- 6.10 Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract awards.

7. **CONFLICTING TERMS & CONDITIONS**- Any terms and conditions attached to a bid will not be considered unless the bidder specifically refers to them on the front of this bid form.

WARNING: SUCH TERMS AND CONDITIONS MAY RESULT IN DISQUALIFICATION OF THE BID. (E.G. BIDS WITH THE LAWS OF A STATE OTHER THAN TEXAS, REQUIREMENTS FOR PREPAYMENT, LIMITATIONS ON REMEDIES, ETC.)

8. AWARD OF CONTRACT - A response to an IFB is an offer to contract with TEXAS A&M 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.

9. PAYMENT - SUPPLIER shall submit one copy of an itemized invoice showing order number and agency purchase order number. 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.

10. PATENTS OR COPYRIGHTS - The SUPPLIER agrees to protect TEXAS A&M from claims involving infringement of patents or copyrights.

11. SUPPLIER ASSIGNMENTS - SUPPLIER hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and which arise under the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967).

12. PUBLIC INFORMATION ACT

- (a) [SUPPLIER] acknowledges that TEXAS A&M University (TEXAS A&M) 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 TEXAS A&M'S written request, [SUPPLIER] 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 in a non-proprietary format acceptable to TEXAS A&M. As used in this provision, "public information" has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which TEXAS A&M has a right of access.
- (c) [SUPPLIER] acknowledges that TEXAS A&M may be 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

INELIGIBILITY TO RECEIVE STATE GRANTS OR LOANS OR RECEIVE PAYMENT ON STATE CONTRACTS.

- (a) A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to:
 - (1) receive payments from state funds under a contract to provide property, materials, or services; or
 - (2) receive a state-funded grant or loan.
- (a-1) A child support obligor who is more than six months delinquent in paying child support is not eligible to receive student financial assistance paid directly to the obligor by the comptroller. This subsection does not apply to an obligor who submits to the comptroller:
 - (1) a sworn affidavit from the obligor or obligee stating that the obligor is current on the obligor's child support payments; and
 - (2) a written statement from the obligor that the obligor has made a request to the Title IV-D agency to correct the errors in the obligor's payment record.
- (b) A child support obligor or business entity ineligible to receive payments under Subsection (a) or a child support obligor ineligible to receive payments under Subsection (a-1) remains ineligible until:
 - (1) all arrearages have been paid;
 - (2) the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or
 - (3) the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) as part of a court-supervised effort to improve earnings and child support payments.
- (c) A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.
- (d) A contract, bid, or application subject to the requirements of this section must include the following statement:

"Under Section 231.006, Family Code, the SUPPLIER 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."
- (e) If a state agency determines that an individual or business entity holding a state contract is ineligible to receive payment under Subsection (a), the contract may be terminated.
- (f) If the certificate required under Subsection (d) is shown to be false, the SUPPLIER 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.
- (g) This section does not create a cause of action to contest a bid or award of a state grant, loan, or contract. This section does not impose a duty on the Title IV-D agency to collect information to send to the comptroller to withhold a payment to a business entity. The Title IV-D agency and other affected agencies are encouraged to develop a system by which the Title IV-D agency may identify a business entity that is ineligible to receive a state payment under Subsection (a) and to ensure that a state payment to the entity is not made. This system should be implemented using existing funds and only if the Title IV-D agency, comptroller, and other affected agencies determine that it will be cost-effective.
- (h) This section does not apply to a contract between governmental entities.
- (i) The Title IV-D agency may adopt rules or prescribe forms to implement any provision of this section.
- (j) A state agency may accept a bid that does not include the information required under Subsection (c) if the state agency collects the information before the contract, grant, or loan is executed.

Added by Acts 1995, 74th Leg., ch. 20, § 1, eff. April 20, 1995. Amended by Acts 1995, 74th Leg., ch. 751, § 82, eff. Sept. 1, 1995; Acts 1999, 76th Leg., ch. 28, § 1, eff. Sept. 1, 1999; Acts 2003, 78th Leg., ch. 437, § 1, eff. Sept. 1, 2003; Acts 2003, 78th Leg., ch. 1015, § 2, eff. Sept. 1, 2003.

14. EXPORT CONTROL - SUPPLIER agrees to comply with all applicable US Export Control laws and regulations to include the Export Administration Regulations (EAR), the International Traffic in Arms (ITAR) and any other applicable US export laws and regulations. As an institution of higher learning, Texas A&M University (TEXAS A&M) typically does not take receipt of export controlled goods, technical data, services or technology ("Materials") except as may be specifically agreed by TEXAS A&M. SUPPLIER agrees that it will not provide or make accessible to TEXAS A&M any export controlled Materials without first informing TEXAS A&M of the export-controlled nature to the Materials and obtaining from TEXAS A&M its written consent to accept such Materials as well as any specific instructions for delivering controlled Materials to TEXAS A&M. SUPPLIER agrees to obtain government approval or export license if required from the appropriate US Government agency and to share that information with TEXAS A&M prior to delivery of such Materials

15. INFORMATION SECURITY

Pursuant to Title 1, Chapter 202, §202.77 of the Texas Administrative Code, SUPPLIER hereby acknowledges responsibility to comply with all applicable TEXAS A&M UNIVERSITY (TEXAS A&M) policies, rules, standards, practices, and agreements, including but not limited to: safety policies, privacy policies, security policies, auditing policies, software licensing policies, acceptable use policies, and nondisclosure as required by TEXAS A&M.

For purposes of this section concerning SUPPLIER Access, Confidential Information is defined as information that must be protected from unauthorized disclosure or public release based on state or federal law or other legally binding agreement and may include but is not limited to the following: personally identifiable information (social security number and/or financial account numbers, student education records); intellectual property (as set forth in Section 51.914 of the Texas Education Code); and medical records. Mission Critical Information is information that is defined by TEXAS A&M to be essential to the continued performance of the mission of TEXAS A&M, the unavailability of which would result in consequences to TEXAS A&M.

In the event SUPPLIER should obtain or be granted access to Confidential and/or Mission Critical Information of TEXAS A&M ("TEXAS A&M Information"), SUPPLIER will keep and protect TEXAS A&M Information confidential to no less than the same degree of care as required by TEXAS A&M policies, rules and procedures. At the expiration or early termination of this Agreement, SUPPLIER agrees to return all TEXAS A&M Information or agrees to provide adequate certification that the TEXAS A&M Information has been destroyed. SUPPLIER, its employees, agents, contractors, and subcontractors shall use the TEXAS A&M Information solely in connection with performance by SUPPLIER of the services provided to TEXAS A&M pursuant to this Agreement, and for no other purpose. Should SUPPLIER, its employees, agents, contractors, or subcontractors acquire other TEXAS A&M Information during the course of this Agreement, it shall not be used for SUPPLIER'S own purposes or divulged to third parties. SUPPLIER shall comply with all terms and conditions of any TEXAS A&M non-disclosure agreement applicable to this Agreement.

Both parties shall each provide contact information for specific individuals. The designated contact for TEXAS A&M shall be _____, Department of _____, _____ TEXAS A&M, College Station, TX 77843-_____, Telephone: (979) _____, Email: _____. The designated contact for SUPPLIER shall be _____ (include email address and phone number). Should the designated contact for either party need to be changed, the new contact information shall be updated and provided to the respective parties within 24 hours of any staff changes. Should SUPPLIER have a need to access TEXAS A&M Information, that request shall be directed to TEXAS A&M's designated contact. Further, SUPPLIER is responsible for reporting all security breaches directly to TEXAS A&M. TEXAS A&M's designated contact for breaches shall be Help Desk Central (helpdesk@tamu.edu or (979) 845-8300). Help Desk Central can be contacted 24/7. Security breach investigation reports shall be provided to the designated contact for TEXAS A&M and TEXAS A&M'S Chief Information Security Officer (ciso@tamu.edu).

16. ALTERNATIVE DISPUTE RESOLUTION

[SUPPLIER] must use the dispute resolution process provided in Chapter 2260 of the Texas Government Code to attempt to resolve a dispute arising under this Agreement and is a required prerequisite to suit in accordance with Chapter 107, Texas Civil Practices and Remedies Code. [SUPPLIER] must submit written notice of a claim of breach of contract to the University Contracts Officer, TEXAS A&M UNIVERSITY.