The Texas A&M University System

COMPANY NAME: ________________________________
ADDRESS: ____________________________________
CITY ___________________ STATE _____ ZIP _______
PHONE ___________________ FAX ________________

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

DEPARTMENT

Department          02LIBR
Bill-to-Address     750 Agronomy Road - Suite 3101
                    6000 TAMU
                    Attn: Email invoices to invoices@tamu.edu
                    Attn: Dc not mail invoice if sending via email
                    College Station, TX 778436000
Ship-to-Address     RECEIVING DEPT, LAMAR STREET
                    EVANS LIBRARY ANNEX
                    5000 TAMU
                    COLLEGE STATION, TX 778435000

BID INFORMATION

Description           Furniture for Re-Imagining Library
Bulletin Desc.        
Bid Number            AM02-17-B000881
Bid Type              Open Market
Alternate Id          
Bid Opening Date      02/02/2017 2:00 PM
Type Code             Invitation for Bid
Fiscal Year           2017
Available Date        01/27/2017 9:02 AM
Pre-Bid Conference    
Attachments           Furniture Specifications for B000881.pdf
                      Installation Terms and Conditions-7.pdf

AMENDMENTS

ITEMS

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
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<tr>
<td>22.000</td>
<td>Attention All Bidders:</td>
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Texas A&M, Procurement Services is transitioning to an E-commerce system for all invitation for bids and purchase orders. We are asking all vendors to take a few moments and register as one of our vendors. This will allow you to respond to our bid invitations electronically as well as accept purchase orders.

Please visit the following website to register
https://buy.tamu.edu/bisol/

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

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

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

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

***********************
The Texas A&M University System

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<th>Item</th>
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<td>steel four leg frame with black hard casters (for carpet). With optional</td>
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<td>upholstered seat pad. Chair stacks 5 high on the floor and 8 high on</td>
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<td>Computer Table (T16) - 1 Person</td>
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<td>Manufacturer: First Office Model: Staks Single Sided Table LEG FINISH: Luster Grey MSL LAMINATE TOP FINISH: Formica, Elemental Concrete, 8830-58 EDGE FINISH: Platinum PN2 Rectangular computer table with plastic laminate top and pvc edge. H-Leg supports with glides in luster grey finish, include necessary leg and worksurface supports. Provide vertebra cable manager in silver finish and cable basket wire manager below worksurface for equipment wire management.</td>
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<td>15.000</td>
<td>Computer Table (T17P) - 4 Person</td>
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<td>Manufacturer: First Office Model: Staks Benching Double Sided Table (4) 72&quot;W x 22&quot;D x 29&quot;H, Overall: 144&quot;W x 48.18&quot;D Clamp-On Power unit one per table, two on each side of privacy panel. Provide a total of (4). Provide duplex receptacles and daisy chain underneath surface. Rectangular computer table with plastic laminate top and pvc edge. H-Leg supports with glides in luster grey finish, include necessary leg and worksurface supports. Table to have surface mounted clamp-on power unit with 2 Power2 USB (1 per side on each table top). Provide B-Wire electrical system to provide two power duplexes per person, daisy chain tables as required for one point of connection into floor box thru vertebra cable manager in silver finish, cable basket wire manager below worksurface. 12&quot; high frosted acrylic privacy panels mounted to tool kit LEG FINISH: Luster Grey MSL LAMINATE TOP FINISH: Formica, Elemental Concrete, 8830-58 EDGE FINISH: Platinum PN2 PRIVACY PANEL: Frosted Acrylic 12&quot;H OPTIONS: Clamp-On Power unit one per table, two on each side of privacy panel. Provide Wire Basket Management PVC Edge Power on Worksurface Laminate Privacy Panel Vertebra Mgr</td>
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<td>Computer Table (T18P) - 6 Person</td>
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<td>Manufacturer: First Office Model: Staks Benching Double Sided Table</td>
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<td>DESCRIPTION: (6) 36&quot;W x 22&quot;D x 29&quot;H, Overall: 108&quot;W x 48.18D Rectangular computer table with plastic laminate top and pvc edge. H-Leg supports with glides in luster grey finish, include necessary leg and worksurface supports. Table to have surface mounted clamp-on power unit with 2 Power2 USB (1 per side on each table top). Provide 2-Wire electrical systems to provide two power duplexes person, dairy chain tables are required for one point of connection into floor box thru vertebra cable manager in silver finish, cable basket wire manager below worksurface. 12&quot; high frosted acrylic privacy panels mounted to special size tool kit. LEG FINISH: Luster Grey MSL LAMINATE TOP FINISH: Formica, Elemental Concrete, 6830-58 EDGE FINISH: Platinum PN2 PRIVACY PANEL: Frosted Acrylic OPTIONS: Wire Basket Management Metal Finish PVC Edge Power on Worksurface Laminate Privacy Panel Vertebra Mgr Clamp-On Power unit one per table, three on each side of privacy panel. Provide a total of (6). Provide for daisy chaining. Provide duplex receptacles and dairy chain underneath surface.</td>
<td>23.000</td>
<td>LOT</td>
<td>1.00</td>
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<td>Texas A&amp;M University reserves the right to split the award between two or more vendors, depending on best value for the University. Please quote best price and delivery time.</td>
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<td>Pricing:</td>
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<td>Bidders must indicate any additional charges not listed here-in.</td>
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<td>References:</td>
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<td>Bidders shall provide at least three (3) references where services comparable in size and scope have been performed within the last two (2) years. Bidders shall provide the Company name, Contact Person, Company Address, phone and fax number and email for each reference.</td>
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<td>Texas A&amp;M University reserves the right to contact these references to verify bidder's ability to perform these services. A negative reference may be grounds for disqualification of your bid.</td>
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<td>Payment Terms:</td>
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<td>Quote 100% Net 30 Upon Receipt and Acceptance. If quoting as specified, type &quot;Agreed&quot; in the required field. If quoting otherwise, indicate here-in.</td>
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<td>Quote Destination Freight Prepaid and Allowed. If quoting as specified, type &quot;Agreed&quot; in the required field. If quoting otherwise, indicate here-in and provide estimated shipping cost.</td>
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|      | The award shall be made based on the following "Best Value
The Texas A&M University System

Criteria*: Texas A&M reserves the right to consider the following and any other factor deemed necessary to evaluate the offer and determine the "Best Value" for the University:

- Vendor's ability to meet the minimum specifications;
- Delivery requirement;
- Experience/past experience with vendor;
- The quality, availability and adaptability of equipment offered to required application;
- Quality of performance of previous services;
- Minimum order;
- References;
- The acquisition price.

Texas A&M University reserves the right to accept or reject any or all bids, to waive in formalities and technicalities, to accept the offer considered the most advantageous to the University.
ITEM NO.: C1a

ITEM: Computer Chair - Armless

LOCATION: A1 - Public Space 3.101  E2 - STUDENT STUDY 1.210
          E2 - MAPS/GIS DEPARTMENT 1.212  E2 - LIBRARY MULTI-PURPOSE 1.210A

MANUFACTURER: Haworth

MODEL NUMBER: Very Perforated-Back Conference Chair
               SCC - 3 - 3 - 0 - 5 - COM - COM - TR-FJ - TR-07 - TR-MC

DESCRIPTION: 21.8"W x 26.7"D x 36.9"H x 15.5"-20.5"SH
               High strength polymer seat and back with weight assisted recline mechanism
               and pneumatic height adjustment. Armless conference chair with flexing
               perforated back, painted plastic five star standard base with black hard casters
               (for carpet). With optional upholstered seat and back pad.

METAL FINISH: Metallic Champagne, TR-MC
SHELL FINISH: Slate TR-FJ
TRIM FINISH: Fog TR-07

SEAT & BACK FABRIC: Mfg: Momentum Textiles
                     Pattern: Silica
                     Color: Garnet
                     Width: 54"
                     Repeat: None
                     Contents: 51% Silicone, 49% PLA
                     Abr. Res.: 365,000 double rubs
                     Finish: NA
                     Fabric Qty.: Verify fabric quantity with pattern repeat
ITEM NO.: C1b

ITEM: Computer Chair - Armless

LOCATION: A1 - Instruction 3.114
A4 - Print Area 3.404
A4 - Instruction 3.405A
A4 - Instruction 3.405B
A4 - Instruction 3.405
A4 - Media Studio 3.424
A4 - Sound Editing 3.424C
A4 - Sound Editing 3.424D
E1 - Consult 1.102B
E1 - Work Area 1.102E
E2 - Consult 1.210N

MANUFACTURER: Haworth

MODEL NUMBER: Very Perforated-Back Conference Chair
SCC - 3 - 3 - 0 - 5 - COM - COM - TR-FJ - TR-07 - TR-MC

DESCRIPTION: 21.8"W x 26.7"D x 36.9"H x 15.5"-20.5"SH

High strength polymer seat and back with weight assisted recline mechanism and pneumatic height adjustment. Armless conference chair with flexing perforated back, painted plastic five star standard base with black hard casters (for carpet). With optional upholstered seat and back pad.

METAL FINISH: Metallic Champagne, TR-MC
SHELL FINISH: Slate TR-FJ
TRIM FINISH: Fog TR-07

SEAT & BACK FABRIC:

Mfg: Pallas
Pattern: Deflect 27.236.082
Color: Cashmere
Width: 54"
Repeat: 10.0625"V, 3.875"H
Contents: 100% Polyurethane
Abr. Res.: 100,000 double rubs
Finish: Cleangene Technology
Fabric Qty.: Verify fabric quantity with pattern repeat

Metal

Shell

December 6, 2016
ITEM NO.: C3b

ITEM: Study Chair - Armless

LOCATION: A1 - Collection 3.116
A4 - Study Room 3.407
A4 - Study Room 3.409
A4 - Study Room 3.411
E2 - Student Study 1.202
E2 - MAPS/GIS Dept 1.212

E2 - Student Study 1.210
E2 - Ex Study Rm 1.210C
E2 - Ex Study Rm 1.210E
E2 - Ex Study Rm 1.210G
E2 - Group Study Rm 1.210J

MANUFACTURER: Haworth

MODEL NUMBER: Very Perforated Back Seminar Chair
SCM - 3 - 4 - 0 - 1 - COM - COM - TR-FJ - TR-07 - TR-MC

DESCRIPTION: 23.3"W x 22"D x 33.9"H x 18.2"SH
High strength polymer seat and back with weight assisted recline mechanism.
Armless chair with flexing perforated back, painted steel four leg frame with
black hard casters (for carpet). With optional upholstered seat pad. Chair
stacks 5 high on the floor and 8 high on a cart.

TRIM FINISH: Metallic Champagne, TR-MC
SHELL FINISH: Slate TR-FJ
TRIM FINISH: Fog TR-07
SEAT FABRIC: Mfg: Pallas
Pattern: Deflect 27.236.155
Color: Bamboo
Width: 54"
Repeat: 10.0625"V, 3.875"H
Contents: 100% Polyurethane
Abr. Res.: 100,000 double rubs
Finish: Cleangene Technology
Fabric Qty.: Verify fabric quantity with pattern repeat

December 6, 2016
**ITEM NO.:** C3c

**ITEM:** Study Chair - Armless

**LOCATION:**
- A1 - Collection 3.116
- A4 - Study Room 3.408
- A4 - Study Room 3.410
- E2 - Student Study 1.202
- E2 - MAPS/GIS Dept 1.212
- E2 - Student Study 1.210
- E2 - Ex Study Rm 1.210D
- E2 - Ex Study Rm 1.210F
- E2 - Group Study Rm 1.210K
- E2 - Service Desk 1.202D
- E2 - Open Office 1.212B

**MANUFACTURER:** Haworth

**MODEL NUMBER:** Very Perforated Back Seminar Chair

SCM - 3 - 4 - 0 - 1 - COM - COM - TR-FJ - TR-07 - TR-MC

**DESCRIPTION:**
23.3"W x 22"D x 33.9"H x 18.2"SH
High strength polymer seat and back with weight assisted recline mechanism. Armless chair with flexing perforated back, painted steel four leg frame with black hard casters (for carpet). With optional upholstered seat pad. Chair stacks 5 high on the floor and 8 high on a cart.

**TRIM FINISH:** Metallic Champagne, TR-MC

**SHELL FINISH:** Slate TR-FJ

**TRIM FINISH:** Fog TR-07

**SEAT FABRIC:**
- Mfg: Pallas
- Pattern: Deflect 27.236.146
- Color: Mineral
- Width: 54"
- Repeat: 10.0625"V, 3.875"H
- Contents: 100% Polyurethane
- Abr. Res.: 100,000 double rubs
- Finish: Cleangene Technology
- Fabric Qty.: Verify fabric quantity with pattern repeat

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December 6, 2016

Texas A&M University
RE-IMAGINING THE LIBRARY PHASE 3
12 60 00 -11
ITEM NO.: T16

ITEM: Computer Table - 1 Person

LOCATION: A1 - Public Space 3.101
          A4 - Print Area 3.404

MANUFACTURER: First Office

MODEL NUMBER: Staks Single Sided Table
              Contact Cheryl Davis with Davis Group

DESCRIPTION: 48"W x 36"D x 29"H
              Rectangular computer table with plastic laminate top and pvc edge. H-Leg
              supports with glides in luster grey finish, include necessary leg and worksurface
              supports. Provide vertebra cable manager in silver finish and cable basket wire
              manager below worksurface for equipment wire management.

LEG FINISH: Luster Grey MSL

LAMINATE TOP FINISH: Formica, Elemental Concrete, 8830-58

EDGE FINISH: Platinum PN2

Metal Finish

PVC Edge

Laminate

Shown with file cabinet and privacy panel

Wire Basket Management

Vertebra Mgr

December 6, 2016

Texas A&M University
RE-IMAGINING THE LIBRARY PHASE 3
12 60 00-63
ITEM NO.: T17P

ITEM: Computer Table - 4 Person

LOCATION: A1 - Public Space 3.101

MANUFACTURER: First Office

MODEL NUMBER: Staks Benching Double Sided Table
Contact Cheryl Davis with Davis Group

DESCRIPTION: (4) 72"W x 22"D x 29"H, Overall: 144"W x 48.18"D
Rectangular computer table with plastic laminate top and pvc edge. H-Leg supports with glides in luster grey finish, include necessary leg and worksurface supports. Table to have surface mounted clamp-on power unit with 2 Power/2 USB (1 per side on each table top). Provide 8-Wire electrical system to provide two power duplexes per person, daisy chain tables as required for one point of connection into floor box thru vertebra cable manager in silver finish, cable basket wire manager below worksurface. 12" high frosted acrylic privacy panels mounted to tool kit.

LEG FINISH: Luster Grey MSL
LAMINATE TOP FINISH: Formica, Elemental Concrete, 8830-58
EDGE FINISH: Platinum PN2
PRIVACY PANEL: Frosted Acrylic 12"H
OPTIONS: Clamp-On Power unit one per table, two on each side of privacy panel. Provide a total of (4). Provide duplex receptacles and daisy chain underneath surface.
ITEM NO.: T18P

ITEM: Computer Table - 6 Person

LOCATION: A1 - Public Space 3.101

MANUFACTURER: First Office

MODEL NUMBER: Staks Benching Double Sided Table
Contact Cheryl Davis with Davis Group

DESCRIPTION: (6) 36"W x 22"D x 29"H, Overall: 108"W x 48.18"D
Rectangular computer table with plastic laminate top and pvc edge. H-Leg supports with glides in luster grey finish, include necessary leg and worksurface supports. Table to have surface mounted clamp-on power unit with 2 Power/2 USB (1 per side on each table top). Provide 8-Wire electrical system to provide two power duplexes per person, daisy chain tables as required for one point of connection into floor box thru vertebra cable manager in silver finish, cable basket wire manager below worksurface. 12" high frosted acrylic privacy panels mounted to special size tool kit.

LEG FINISH: Luster Grey MSL
LAMINATE TOP FINISH: Formica, Elemental Concrete, 8830-58
EDGE FINISH: Platinum PN2
PRIVACY PANEL: Frosted Acrylic
OPTIONS: Clamp-On Power unit one per table, three on each side of privacy panel. Provide a total of (6). Provide for daisy chaining. Provide duplex receptacles and daisy chain underneath surface.

Wire Basket Management
Power on Worksurface
Privacy Panel
Vertebra Mgr
TEXAS A&M UNIVERSITY (Texas A&M)

GENERAL TERMS AND CONDITIONS FOR DELIVERY, INSTALLATION, START-UP AND TRAINING

1. GENERAL:

1.1 Texas A&M and the vendor are referred to throughout these terms and conditions. The vendor is the individual, firm, corporation or any combination thereof performing this installation for Texas A&M.

1.2 The bidder shall carefully examine these terms and conditions and secure from Texas A&M additional information, if necessary, that may be requisite to a clear and full understanding of the work.

1.3 All delivery, installation, start-up and training by the vendor shall be performed between the hours of 8:00 A.M. and 5:00 P.M., unless otherwise specified, or agreed upon, and only on working days observed by Texas A&M. These working days are usually Monday through Friday of each week.

1.4 The vendor shall be responsible for damage to Texas A&M's equipment and/or the workplace and its contents, by its work, negligence in work, and/or its personnel equipment. The vendor shall be responsible and liable for the safety, injury and health of its working personnel while its employees are performing delivery, installation, start-up and training.

1.5 The vendor shall provide all labor and equipment necessary to perform delivery, installation, start-up and training. All employees of the vendor shall be no less than 17 years of age, and shall be experienced in the type of work performed. No visitors, wives, husbands or children of the vendor's employees will be allowed in the workplace during working hours, unless they are bona fide employees of the vendor.

1.6 The vendor shall at all times have a minimum of one (1) English speaking employee on the job and all employees shall be well-groomed and appropriately dressed at all times when on duty.

1.7 Texas A&M is committed to maintaining an alcohol and drug free workplace. Possession, use or being under the influence of alcohol or controlled substances by vendor's employees while in the performance of delivery, installation, start-up and training is prohibited. Violation of this requirement shall constitute grounds for termination of this purchase. In addition, vendor employees shall observe Texas A&M's smoking policy.

1.8 It is the intent of Texas A&M to purchase goods, equipment, and services having the least adverse environmental impact, within the constraints of statutory purchasing requirements, departmental need, availability, and sound economical considerations. Suggested changes and environmental enhancements for possible inclusion in future revisions of these terms and conditions are encouraged.

1.9 All parts not specifically mentioned in the Invitation For Bid which are necessary for the system to be complete and ready for operation, or which are normally furnished as standard equipment shall be furnished by the successful bidder. All parts shall conform in strength, quality and workmanship to the accepted Standard of the Industry.

1.10 The system provided shall meet or exceed all Federal and State of Texas Safety, Health, Lighting, and Noise Regulations, and Standards in effect and applicable to equipment furnished at the time of manufacture.

2. ABANDONMENT OR DEFAULT:

2.1 A vendor who abandons or defaults the delivery, installation, start-up and training work and causes this purchase to be rebid will not be considered for future bids.

2.2 This purchase will be void if sold, transferred or assigned to another company without written approval from Texas A&M. Written notification of changes to company name, address, telephone number, etc. should be given to Texas A&M as soon as possible but not later than 30 days from date of change.

3. RESPONSIBILITY FOR DAMAGE CLAIMS:

3.1 The vendor agrees to indemnify and save harmless Texas A&M, its agents and employees from all suits, action or claims and from all liability and damages for any and all injuries or damages sustained by any person or property in consequence of any neglect in the performance of the delivery, installation, start-up and training by the vendor and from any claims or amounts arising or recovered under the "Workers Compensation Laws", Chapter 101, VTCA, Civil Practice and Remedies Code, or any other laws. Vendor further so indemnify and be responsible for all damages or injury from any act, omission, neglect or misconduct of the vendor, his/her agent and employees, in the manner or method of executing the work; or from failure to properly execute the work; or from defective work or materials. Vendor shall not be released from these responsibilities until all claims have been settled and suitable evidence to that effect furnished to Texas A&M.
4. APPLICABLE LAWS:

4.1 The laws of the State of Texas shall govern this purchase, delivery, installation, start-up and training.

5. COMPLIANCE WITH LAWS:

5.1 The vendor shall comply with all Federal, State and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of this delivery, installation, start-up and training including without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations. When required, the vendor shall furnish Texas A&M with satisfactory proof of its compliance therewith.

6. COMPLIANCE:

6.1 Delivery, installation, start-up and training shall be done in accordance with industry standards and any specifications listed on the Invitation For Bid.

7. INSURANCE: Where the Seller is required to provide labor for work on the premises, or for the delivery settling or installation of any furniture, appliance or equipment, he and his subcontractors shall carry adequate Property Damage and Public Liability Insurance, also Workmen's Compensation and Employer's Liability Insurance in statutory amounts. Upon request, he shall furnish the Owner a certificate of compliance before starting work on the job. Amounts of insurance required shall be per schedule below:

[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:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Worker's Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>Statutory Benefits (Coverage A)</td>
<td>$1,000,000 Each Accident</td>
</tr>
<tr>
<td>Employers Liability (Coverage B)</td>
<td>$1,000,000 Disease/Employee</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 Disease/Policy Limit</td>
</tr>
</tbody>
</table>

Workers' Compensation policy must include under item 3A. 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:
Address:

Facsimile Number:
Email Address:

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