



THE TEXAS A&M UNIVERSITY SYSTEM

Office of HUB & Procurement Programs

REQUEST FOR PROPOSAL

RELLIS Electrical Reliability

RFP NUMBER RFP01 RISK-17-020

PROPOSAL MUST BE RECEIVED BEFORE:

2:00 P.M. Central Time on May 9, 2017

**MAIL, HAND DELIVER, AND /OR
EXPRESS MAIL PROPOSAL TO:**

**The Texas A&M University System
Office of Procurement & HUB Programs
301 Tarrow, Suite 366
College Station, TX 77840
Attn: Jeff Zimmermann**

Show RFP Number, Opening Date and Time on Response Envelope

NOTE: PROPOSAL must be time stamped at **The Texas A&M University System Office of Procurement & HUB Programs** before the hour and date specified for receipt of proposal.

Pursuant to the Provisions of Texas Government Code Title 10, Chapter 2156.121-2156.127, sealed proposals will be received until the date and time established for receipt. After the due date and time, only the names of Respondents will be made public.

REFER INQUIRIES TO:

Jeff Zimmermann, Director
The Texas A&M University System
Procurement & HUB Programs
email: jzimmermann@tamus.edu

All proposals shall become the property of the State of Texas upon receipt. Proposals may be subject to public review after contracts have been executed. Refer to Section 4.14 for more information regarding public information.

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SECTION 1 – INTRODUCTION

1.1 Introduction

The Texas A&M University System (TAMUS) is soliciting proposals for the supply of backup electric power generating equipment, installation, lease, maintenance, operation and control in accordance with the requirements provided herein. It is the intention of TAMUS to have a single source supplier or RESPONDENT to provide all of the backup power services, including the systems to distribute and utilize the power and the operation and maintenance of these systems, for the RELLIS Campus. The proposal is to be in accordance with the terms, conditions, and requirements set forth in this Request for Proposal (RFP).

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

1.2 Background

The Texas A&M University System is one of the largest systems of higher education in the nation, with a statewide network of eleven (11) universities, seven (7) state agencies and a comprehensive health science center.

The Texas A&M University System educates more than 148,000 students and makes more than 22 million additional educational contacts through service and outreach programs each year. System-wide externally funded research expenditures exceeded \$946 million in FY 2015 to help drive the state's economy. More information about the Texas A&M University System and all of its members can be found at <http://www.tamus.edu/about/>.

1.3 Scope

The intent of this RFP process is to allow all interested firms to provide a sufficient amount of information that will enable TAMUS to determine which RESPONDENT is in fact best able to meet the criteria which are to be considered in the award.

The RESPONDENT is responsible for the design, supply, installation, maintenance, and operation of all emergency generation and emission control equipment, switchgear, pipes, lines and equipment required to convey the energy from the power generation system to the interface point including all equipment required to interface with the building systems.

The RESPONDENT must comply with the following requirements:

- (a) Natural gas generation only
- (b) Nitrous Oxide (NOx) emissions compliance with Tier 4 Emissions Standards
- (c) System must fit into a footprint no greater than 25,000 square feet.
- (d) System sound levels at the outside of the Contractor's fence line during operation no greater than 75 dbs.
- (e) System must be of sufficient size to produce 10MW of electricity and be able to operate

at 90% of that level during maintenance and outages.

- (f) Reliability system must be capable of reaching full output and carrying 100% of TAMUS load within 2 minutes of loss of voltage from the grid and be capable of carrying said load for no less than 14 days.

1.4 Calendar Of Events

Issue RFP	April 12, 2017
Preproposal Meeting	9:30 AM CT, April 20, 2017
Deadline to Submit Questions	April 24, 2017
Release of Addendum (if applicable).....	April 26, 2017
Deadline for Receiving Proposals.....	May 9, 2017 by 2:00 PM CT
Interview Top Proposal Teams (TAMUS's Option).....	TBD
Anticipated Award Date	TBD

TAMUS will make every effort to adhere to the above schedule. The schedule, however, is subject to change. This may be in the event that further clarification of responses or terms of contract are in the best interest of TAMUS and/or in the event TAMUS requires more time to assure that the selection of the RESPONDENT is in accordance with its policies, rules and regulations, as well as actual timing needs.

1.5 Pre-Proposal Conference

A pre-proposal conference will be held at 9:30 a.m. CT on Thursday, April 20, 2017 in room 534 of the Moore Connally Building located at 301 Tarrow Street, College Station, TX 77840. The Pre-Proposal meeting will include an optional site visit to the RELLIS campus at the conclusion of the formal meeting. Attendance at this conference is not mandatory but highly encouraged.

1.6 Proposer Requirements

- 1.5.1 The successful proposer shall be responsible for carrying out the Scope of Services outlined in Section 1.3 and detailed in Section 3.1.
- 1.5.2 No subcontract or third party personnel will be permitted to perform services described herein, without the written consent of the A&M System.

The proposer shall be fully responsible for all work performed under any agreement resulting from this RFP. The proposer shall describe in its proposal who will be, if any, subcontractor(s) for the contract. No subcontract, which the proposer enters into, with respect to performance of the scope of services identified in this RFP, shall in any way relieve the proposer of any responsibility for the performance of its duties under the terms of any resultant agreement.

1.7 Priorities/Expectations

RESPONDENTS should note the following priorities/expectations with regard to the possibility of TAMUS establishing a contractual relationship with any RESPONDENT:

- (a) *Ensuring a Quality Level of Service.* This priority encompasses the quality of the level of service that can be provided to TAMUS in a timely, cost effective manner. TAMUS is

seeking a RESPONDENT that will ensure the provision of such quality in its delivery of service through proven training techniques and established metrics.

- (b) *Level of Experience and Expertise.* RESPONDENT must demonstrate its capabilities in providing the utmost level of experience and expertise to ensure a successful solution as determined by TAMUS. RESPONDENT shall provide information describing the RESPONDENT'S managed services and project execution experience, including the experience of the resources, account managers, and other key personnel on similar engagements, including past experience within The Texas A&M University System.
- (c) *Delivery Efficiency as it Relates to Total Costs.* RESPONDENT must demonstrate its ability to deliver the required solution in a cost-effective and timely manner while not sacrificing the quality required by a Tier I research System.
- (d) *Financial Stability.* RESPONDENT must demonstrate its financial stability and capabilities in providing the required solution.

1.8 Performance Period

Should the A&M System, in its sole discretion, enter into an Agreement with the successful RESPONDENT as a result of this RFP, the initial instillation of the generation facility would need to be completed no later than August 1, 2018. The A&M System reserves the right to determine the length of the agreement based on proposals received and the best value to the A&M System.

SECTION 2 - INSTRUCTION FOR RESPONDENTS

Proposals are to be in accordance with the outline and specifications contained herein, are to remain in effect a minimum of 120 days from the date of submission, and may be subject to further extensions as negotiated. A statement to this effect should be contained in the RESPONDENT's cover letter.

This RFP contains specific requests for information. RESPONDENTS are encouraged to examine all sections of this RFP carefully, in that the degree of interrelationship between sections is critical. In responding to this RFP, RESPONDENTS are encouraged to provide any additional information they believe relevant.

Clause headings appearing in this RFP have been inserted for convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the respective clauses. Whenever the terms "must", "shall", "will", "is required", or "are required" are used in the RFP, the subject being referred to is to be a required feature of this RFP and critical to the resulting submittal.

In those cases where mandatory requirements are stated, material failure to meet those requirements could result in disqualification of the RESPONDENT's response. Any deviation or exception from RFP specifications must be clearly identified by the RESPONDENT in its submittal.

Expenses for developing and presenting proposals shall be the entire responsibility of the RESPONDENT and shall not be chargeable to TAMUS. All supporting documentation submitted with this submittal will become the property of TAMUS.

All technical questions concerning this RFP are to be directed, in writing, to Jeff Zimmermann at jzimmermann@tamus.edu. RESPONDENT may not contact other individuals at TAMUS to discuss any aspect of this RFP, unless expressly authorized by the TAMUS Procurement & HUB Program office to do so. Questions regarding the RFP, including questions for more data or information beyond that included in this RFP, should be presented in writing. **Deadline for submission of questions is April 24, 2017 by 5:00 pm Central Time.** TAMUS will publish all questions with responses according to the schedule in Section 1.4.

2.1 Examination of the Request for Proposal

Before submitting, each RESPONDENT will be held to have examined the TAMUS requirements outlined in Section 3, and satisfied itself as to the existing conditions under which it will be obligated to perform in accordance with specifications of this RFP.

No claim for additional compensation will be allowed due to unfamiliarity with the specifications and/or existing conditions. It shall be understood that the RESPONDENT has full knowledge of all the existing and/or revised conditions and accepts them "as is."

2.2 Submittal Instructions

All proposals must be received by TAMUS, no later than **2:00 p.m. Central Time, May 9, 2017**, in a sealed envelope or box marked **"RFP01 RISK-17-020"**.

Proposals are to be submitted to:

**MAIL, HAND DELIVER, AND /OR
EXPRESS MAIL PROPOSAL TO:
The Texas A&M University System
Office of Procurement & HUB Programs**

**301 Tarrow, Suite 366
College Station, TX 77840
Attn: Jeff Zimmermann**

Late proposals will not be considered under any circumstances. Late proposals properly identified will be returned to RESPONDENT unopened. Telephone, facsimile (Fax), and/or electronic mail (email) proposals are not acceptable under any circumstances.

2.3 Proposal Components

The following items **MUST** be returned as part of your proposal response. Failure to include these documents will be basis for response disqualification.

- ✓ Signed Execution of Offer (Exhibit A), **signed**
- ✓ Non-Collusion Affidavit (Exhibit B) **signed and notarized**
- ✓ Executive Summary (Section 3.3)
- ✓ Pricing (Section 3.4)
- ✓ Installation Date and Schedule (Section 3.5)
- ✓ Technical Proposal (Section 3.6)
- ✓ Performance on Past Representative Projects (Section 3.7)
- ✓ Monitoring and Control (Section 3.8)
- ✓ Service Agreement (Section 3.9)
- ✓ Company Background (Section 3.10)
- ✓ HUB Subcontracting Plan (Section 2.5)

RESPONDENT shall provide one (1) original copy, one (1) additional hard copy, and one (1) electronic copy of the complete RFP response as specified above. Note: The electronic copy shall be combined in a single file.

All electronic copies must either be in Microsoft Office software or Adobe Portable Document Format (PDF). All image files must be in one of the following formats: .jpg, .gif, .bmp, or .tif and submitted on a CDROM or thumb drive. We prefer image files to already be inserted as part of a document such as a PDF. Individual image files on the electronic media must be clearly named and referenced in your proposal response. Electronic proposals shall indicate the RESPONDENT's company name and the RFP number.

NOTE: The original signature on the ONE (1) hard copy will serve as the official signature of record for all electronic copies. The proposal must be manually signed by a person with authority to bind the firm under a contract.

Proposals are to be submitted as a booklet or in notebook form with appropriate indices. Each submittal should be prepared simply and economically, providing a straightforward concise description of the RESPONDENT's service, approach and ability to meet TAMUS' needs as stated in this RFP. Schedules and Exhibits must be clearly identified and defined.

2.4 Inquiries and Interpretations

Responses to inquiries which directly affect an interpretation or change to this RFP will be issued in writing by addendum/amendment and posted to the Electronic State Business Daily (ESBD) at the following site;

http://esbd.cpa.state.tx.us/sagencybid.cfm?startrow=1&endrow=25&ag_num=710&orderby=Agency

All such addenda/amendments issued by TAMUS prior to the time that proposals are received shall be considered part of the RFP, and the RESPONDENT shall consider and acknowledge receipt of such in their proposal. Only those TAMUS replied to inquiries which are made by formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect.

2.5 **HUB Subcontracting Plan (required)**

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

Based on the scope of this RFP, RESPONDENTS must determine if they can perform the entire scope with their own resources or if it will be necessary to subcontract any portion of the scope. Subcontracting opportunities are defined as those opportunities contracted with a vendor to provide services, supply commodities, or contribute toward completing work for a governmental entity.

Subcontracting opportunities are possible for this RFP and therefore a HUB Subcontracting Plan (HSP) is **required**. Failure to submit a comprehensive, acceptable HSP will be considered a material failure to comply with the requirements of the RFP and will result in rejection of the submittal. The HUB Subcontracting Plan shall be submitted **with** the RFP response by the date and time specified.

Complete the HSP as found at <https://www.tamus.edu/business/hub-procurement/hub-programs-3/system-offices-hub-program/> and submit it with the RFP response. If there are pre-existing agreements in place with companies who will be hired as subcontractors, the RESPONDENT will show those vendors as subcontractors on the HSP and provide an explanation as to why solicitations were not done, e.g. contractual requirements. If no pre-existing agreements with companies who will be hired as subcontractors exist, then the RESPONDENT will be expected to make a good faith effort according to the HSP instructions. Don't forget to include any backup documentation and sign the HSP form.

If the Respondent is completing as **self-performing** a statement which attests that the respondent shall perform the subcontracting opportunities identified by the agency, with its own employees and resources is required. The sections in the HSP form to be completed for self-performing are Section 1, 2a (check No), 3 with your statement included in the open text field, and 4.

For information regarding the HUB Subcontracting Plan requirements, please contact Jeff Zimmermann from the A&M System's HUB Program at (979) 458-6410 or jzimmermann@tamus.edu for assistance in determining available HUB subcontractors and proper completion of the HSP. Respondents have the opportunity to submit a draft of the HSP prior to submittal of their response to the RFP for review by Mr. Zimmermann.

2.6 **Selection Process**

TAMUS will base its choice on demonstrated competence, knowledge, and qualifications and on the reasonableness of the proposed fee for the solution and related services; and if other considerations are equal, give preference to a RESPONDENT whose principal place of business is in the state or who will manage the contract wholly from an office in the state.

The evaluation of the proposals shall be based on criteria that TAMUS deems to represent the

best value to TAMUS. The RFP provides the information necessary to prepare and submit proposals for consideration by TAMUS. All properly submitted proposals will be reviewed, evaluated, and ranked by TAMUS. TAMUS will rank the RESPONDENTS in the order that they provide the overall best value to TAMUS based on an evaluation of the responses to the RFP. TAMUS may interview one or more of the top ranked RESPONDENTS as part of the evaluation process.

The RESPONDENT selected will be the one who's experience and qualifications, as presented in response to this RFP, establish them, in the opinion of TAMUS, as well qualified and offering the greatest benefits, experience and value to TAMUS. TAMUS may cancel this RFP or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should TAMUS determine in its sole discretion that only one RESPONDENT is fully qualified, or that one RESPONDENT is clearly more highly qualified than the others under consideration, a contract may be negotiated and executed with that RESPONDENT. The contract will be an agreement incorporating by reference all the requirements, terms and conditions of the solicitation and the RESPONDENT's proposal as negotiated.

Submission of proposals indicates RESPONDENT's acceptance of the evaluation techniques and the recognition that subjective judgments must be made by TAMUS during the evaluation process.

The selection of the successful proposal may be made by TAMUS on the basis of the proposals initially submitted, without discussion, clarification, or modification. In the alternative, selection of the successful proposal may be made by TAMUS on the basis of negotiation with any of the RESPONDENTS. TAMUS shall not disclose any information derived from the proposals submitted by competing RESPONDENTS in conducting such discussions.

All proposals must be complete and convey all of the information requested to be considered responsive. If a proposal fails to conform to the essential requirements of the RFP, TAMUS alone will determine whether the variance is significant enough to consider the proposal susceptible to being made acceptable, and therefore a candidate for further consideration, or not susceptible and therefore not considered for award.

TAMUS reserves the right to accept or reject any or all offers, to waive informalities and technicalities, to accept the offer considered most advantageous, and/or to make the award to the most responsive RESPONDENT.

2.7 Evaluation Process and Criteria

All proposals will be evaluated using a structured evaluation process. Each RESPONDENT's written proposal will be evaluated based on the extent to which the proposal meets all the requirements as set out in the RFP.

Key components of the evaluation process will include:

- Administrative Review

TAMUS Office of HUB and Procurement Programs will review timely received proposals to determine if mandatory requirements are met and to verify that the proposals meet administrative and content requirements. Compliant proposals will be approved for subsequent evaluation steps.

- Initial Ranking

The evaluation committee will use detailed evaluation guidelines to carefully review and assign a score to each RESPONDENT based on the criteria listed below. These scores will be used to select a list of finalists for further consideration. The number of selected finalists is at the sole discretion of the evaluation committee.

TAMUS has established a scoring matrix, based on the requirements of this RFP, to assist in the evaluation of responses.

Description	Weighting Value %
Pricing and Financing Strategy	40
Installation Date & Schedule	10
Technical Proposal	20
Performance on Past Representative Projects	20
Monitoring & Control	10
Total	100

Additional considerations may be used during evaluation to include but are not limited to the following:

- Company Background
- Acceptance of terms of this RFP
- Delivery capability and experience
- Clarity and quality of response documentation
- Value added services and flexibility
- HUB Status and/or HUB subcontracting
- Reference Checks, Clarification, and Onsite Presentation

TAMUS will perform reference checks and seek further information, as needed from all RESPONDENTS whose proposals TAMUS, at its discretion, considers viable, based on the initial evaluation and scoring. The RESPONDENT's response to this requirement officially authorizes TAMUS to contact these organizations to discuss the services and other considerations which the RESPONDENT has provided to such organizations and authorizes the organizations to provide such information to TAMUS and RESPONDENT shall and hereby does release and hold harmless TAMUS, the state of Texas, and the organization of any and all liability whatsoever, in connection with providing and receiving all such information. Any negative responses received from reference checks may be grounds for disqualification of the proposal.

RESPONDENTS may be asked to discuss their proposals or to provide written clarification. All RESPONDENTS selected for further consideration will be asked to participate in a presentation, either onsite or web based. All key staff will be expected to participate in the presentation. TAMUS will provide an agenda, location (if applicable), and instructions when invitations are issued. TAMUS will not provide compensation to RESPONDENT(S) for any expenses incurred by the RESPONDENT(S) for proposal preparation, evaluations or demonstrations that may be made.

- Best and Final Offers (BAFO)

TAMUS may issue a written request for a Best and Final Offer (BAFO) to one or more RESPONDENTS. The request will include a specified date and time for receipt of

BAFO responses. The request may include general instructions to and questions applicable to all BAFO participants, as well as a list of issues, concerns and/or requests for additional clarification including, but not limited to service capabilities, cost, contractual gaps, and other RESPONDENT-specific issues unique to each BAFO participant.

The request for BAFO may include but are not limited to:

- The best price for requested services;
 - Changes to proposals to better align them with TAMUS service requirements;
 - Clarifications to the initial proposals;
 - Changes to the proposed approach or timing to the extent deemed necessary by TAMUS; and
 - Changes to, or more information about proposed personnel
- Final Evaluation

TAMUS intends to make the award to the RESPONDENT whose proposal best meets the evaluation criteria and reflects the best value to the System. In determining best value, the Evaluation Team will be instructed to consider all information contained in the initial proposals, BAFO responses, reference checks, onsite presentations, and any other information obtained during this procurement process.

SECTION 3 – SCOPE & PROPOSAL

3.1 Scope and Requirements

The RESPONDENT is responsible for the design, supply, installation, maintenance, and operation of all emergency generation and emission control equipment, switchgear, pipes, lines and equipment required to convey the energy from the power generation system to the interface point including all equipment required to interface with the building systems.

The RESPONDENT must comply with the following requirements:

- (a) Natural gas generation only
- (b) Nitrous Oxide (NOx) emissions compliance with Tier 4 Emissions Standards
- (c) System must fit into a footprint no greater than 25,000 square feet.
- (d) System sound levels at the outside of the Contractor's fence line during operation no greater than 75 dbs.
- (e) System must be of sufficient size to produce 10MW of electricity and be able to operate at 90% of that level during maintenance and outages.
- (f) Reliability system must be capable of reaching full output and carrying 100% of TAMUS load within 2 minutes of loss of voltage from the grid and is capable of carrying said load for no less than 14 days.

The successful RESPONDENT will provide the package maximizing the efficiency of the power supply, production, financing, operation, and maintenance of the RELLIS backup power system. The RFP is structured as a performance based specification, which favors innovative approaches to meeting TAMUS requirements. RESPONDENTS are required to provide a cost proposal in accordance with the pricing structure defined herein. The reliability of these systems is of paramount importance to TAMUS, and no amount of savings can compensate TAMUS for failures or unavailability.

3.2 Examination of Documents, Site and Local Conditions

- (a) RESPONDENT shall examine Project site, become familiar with local conditions under which the Work shall be performed, conduct appropriate investigations, and correlate personal observations with requirements of the RFP before submitting Proposal.
- (b) RESPONDENT shall make site investigations to the extent Proposer deems necessary to ascertain extent of subsurface conditions.
- (c) Failure of RESPONDENT to perform the investigations prior to submitting a Proposal does not relieve RESPONDENT of responsibility for investigations, interpretations and proper use of available information in the preparation of its Proposal.
- (d) Site area is currently restricted. Access for examination is restricted to times, durations, routes and presence of TAMUS, occurring at the conclusion of the Pre-Proposal Meeting or as otherwise directed by TAMUS. Access procedures will be covered at the Pre-Proposal Meeting.
- (e) RESPONDENT must request any data or equipment information in a timely manner.

3.3 Executive Summary

Include an Executive Summary that summarizes the information presented in the detailed sections of the proposal and highlights the financial aspects. It should be presented so that it may be easily understood by persons not having an engineering, legal or technical background.

3.4 Pricing

The A&M System is looking for innovative ways in which to secure this backup generation with limited financial obligation of the A&M System. RESPONDENTS shall address the price to be paid by the A&M System for installation of the 10 MW of natural gas utility grade backup power, any applicable price for accessing said power in times of need, and all other financials of the project.

3.5 Installation Date and Schedule

Installation of 10MW of backup generation is to be completed prior to August 1, 2018. RESPONDENT shall provide installation schedule to include inception date, milestones, and commissioning.

3.6 Technical Proposal

RESPONDENT's technical proposal must describe the proposed technical aspects including design, installation, permitting, schedule, equipment, operation and maintenance.

RESPONDENTS shall address the following items in the proposal response:

- (a) Sound levels during operation 10 meters from the operating equipment
- (b) Emissions factors for NOx in lbs/MWh.
- (c) A description of equipment proposed for on-site power backup generation including, but not limited to, the following: natural gas fuel generators, generator control, switchgear, installed capacity, and footprint.
- (d) Description of the interconnection to TAMUS' facilities
- (e) Time required for transfer of power once power is turned off or disrupted.
- (f) Operational characteristics of the reliability system (i.e. under what circumstances will it run, for how long, and how will it affect the operations of the RELLIS Campus)
- (g) The plan or process for interfacing with Bryan Texas Utilities as power provider.
- (h) Describe any plans to sell power to others or into ERCOT. Include a description of the grid tie for the generators and an updated one-line. Include in this plan an idea for the use and anticipated hours of operation of the generators for power sales.

The technical proposal is to contain adequate information, data, and conceptual design drawings to clearly and completely demonstrate that: the RESPONDENT complies with the requirements described herein and, the backup power services will, at a minimum, be able to provide the specified dedicated backup electric capacity.

- (a) General arrangement drawing(s) locating the various backup power units interconnect routing the TAMUS' facilities and equipment position on designated pad area(s).
- (b) Summary of technical approach and project team proposed for design, installation, operation and maintenance.

- (c) List of permits required and discussion of permitting approach including approximate permitting time table.

3.7 Performance on Past Representative Projects

Provide three examples of RESPONDENT's successful experience over the last five years with governmental agency projects of similar size, scope, complexity, and value. Each reference shall contain at least the following:

- Company/Agency name & address:
- Contact Person Name & Title:
- Contact phone number:
- Contact email:
- Summary of services provided

3.8 Monitoring and Control

Provide a description of the monitoring and control system to ensure that backup power is available continuously 24 hours per day / 365 days per year.

3.9 Service Agreement

Include a copy of the RESPONDENT's standard Service Agreement.

3.10 Company Background

RESPONDENTS shall include the following with the proposal response:

a. Company Profile

Type of Operation: Individual____ Partnership____ Corporation____ Government____

Number of Employees: _____(company wide)

Number of Employees: _____(servicing location)

- b. State that you will provide a financial rating of your company and any documentation (such as a Dunn and Bradstreet Analysis) which indicates the financial stability of your company, if requested by TAMUS.
- c. Is your company currently for sale or involved in any transaction to expend or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- d. Provide any details of all past or pending litigation or claims filed against your company that would negatively impact your company's performance under an agreement with the Agencies.
- e. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If yes, specify date(s), details, circumstances, and prospects for resolution.

SECTION 4 - GENERAL TERMS AND CONDITIONS

4.1 Terms and Conditions

TAMUS reserves the right to accept, reject, modify, and/or negotiate any and all proposals received in conjunction with this RFP. It reserves the right to waive any defect or informality in the proposals on the basis of what it considers to be in its best interests. Any submittal which TAMUS determines to be incomplete, conditional, obscure, or which has irregularities of any kind, may be rejected. TAMUS reserves the right to award to the firm, or firms, which in our sole judgment, will best serve our long-term interest.

This RFP in no manner obligates TAMUS to the eventual purchase of any products or services described, implied, or which may be proposed, until confirmed by written agreement, and may be terminated by TAMUS without penalty or obligation at any time prior to the signing of an agreement.

The RESPONDENT must include a formal copy of any RESPONDENT terms and conditions applicable to this transaction. Evaluation and acceptance and/or modification of these terms and conditions by the TAMUS Office of General Counsel are essential prior to the award of the agreement. In the event the RESPONDENT does not supply terms and conditions with their submittal, the TAMUS terms and conditions will govern this transaction.

4.2 Governing Law

RESPONDENT agrees that, in the event of a dispute, laws of the State of Texas will prevail.

4.3 Non-Discrimination

The parties agree that in the performance of any contract they shall not discriminate in any manner on the basis of race, color, national origin, age, religion, sex, genetic information, veteran status, sexual orientation, gender identity, or disability protected by law. Such action shall include, but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation. By submitting a submittal, RESPONDENTS certify that they will conform to the provisions of the federal Civil Rights Act of 1964, as amended.

4.4 Immigration Reform and Control Act of 1986

By submitting a proposal, the RESPONDENT certifies it does not and will not, during the performance of this contract, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended.

4.5 Debarment Status

By submitting a statement of qualification, RESPONDENT certifies it is not currently debarred from submitting proposals on contracts nor is it an agent of any person or entity that is currently debarred from submitting bids on contracts.

4.6 Indemnification and Hold Harmless

The RESPONDENT shall defend, indemnify and hold harmless TAMUS, its officers, employees and agents, against any and all liability of whatever nature which may arise directly or indirectly by reason of the RESPONDENT's performance under the agreement.

4.7 RESPONDENT Liability

The RESPONDENT will be liable for any associated costs of repairs for damage to buildings or other TAMUS property caused by the negligence of the RESPONDENT's employees.

4.8 Civil Rights Requirements

All RESPONDENTS must comply with applicable civil rights laws.

4.9 Non-Collusion Clause

The Non-Collusion Affidavit found in **EXHIBIT B** must be executed as a part of the RESPONDENT's submittal.

4.10 Entire Agreement

An agreement, when fully executed, shall supersede any and all prior and existing agreements, either oral or in writing, and will contain all the covenants and agreements between the parties with respect to the subject matter of the agreement. Any amendment or modification to the agreement must be in writing and signed by the parties hereto.

4.11 Severability

It is understood and agreed that if any part, term, or provision of the agreement is by the courts held to be illegal or in conflict with any law of the State of Texas, the validity of the remaining portions or provisions shall be construed and enforced as if the agreement did not contain the particular part, term, or provision held to be invalid.

4.12 Publicity

RESPONDENTS must refrain from giving any reference to this project, whether in the form of press releases, brochures, photographic coverage, or verbal announcements, without specific written approval from TAMUS.

Information provided to RESPONDENT by TAMUS, including but not limited to information from the members, officers, agents, or employees of TAMUS or any of its members, and information provided to RESPONDENT by members of the public or any other third party shall belong to TAMUS.

4.13 Independent Contractor

The successful RESPONDENT agrees that in all respects its relationship with TAMUS will be that of an independent contractor, and that it will not act or represent that it is acting as an agent of the A&M System or incur any obligation on the part of TAMUS without written authority of TAMUS. As an independent contractor, RESPONDENT will be solely responsible for determining the means and methods for performing the services described. RESPONDENT shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to, those of TAMUS relative to conduct on its premises.

4.14 Public Information Act

(a) RESPONDENT acknowledges that TAMUS 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 solicitation, as well as any other disclosure of information required by applicable Texas law.

(b) Upon a TAMUS written request, RESPONDENT will provide specified public information exchanged or created under this Solicitation that is not otherwise excepted from disclosure under Chapter 552, Texas Government Code, to TAMUS in a non-proprietary format acceptable to TAMUS. As used in this provision, public information has the meaning assigned in Section 552.002, *Texas Government Code*, but only includes information to which TAMUS has a right of access.

(c) RESPONDENT acknowledges that TAMUS may be required to post a copy of any resulting fully executed agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.

4.15 Ownership of Documents

Upon completion or termination of any agreement, all documents prepared by the RESPONDENT for the benefit of TAMUS shall become the property of TAMUS. At TAMUS' option, such documents will be delivered to the System Procurement Office. TAMUS acknowledges that the documents are prepared only for the contracted services specified. Prior to completion of the contracted services, TAMUS shall have a recognized proprietary interest in the work product of the RESPONDENT.

4.16 INSURANCE

The RESPONDENT shall obtain and maintain, for the duration of the 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 TAMUS. By requiring such minimum insurance, TAMUS shall not be deemed or construed to have assessed the risk that may be applicable to the RESPONDENT. RESPONDENT shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. RESPONDENT is not relieved of any liability or other obligations assumed pursuant to the 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 TAMUS at least ten days before the effective date of the cancellation.

Note: Some of these requirements are specific to the construction phase of the project. Upon construction completion some of these requirements may be dropped for the continued operation and maintenance phase.

Coverage

Limit

A. Worker's Compensation

Statutory Benefits (Coverage A)
Employers Liability (Coverage B)

Statutory
\$1,000,000 Each Accident
\$1,000,000 Disease/Employee
\$1,000,000 Disease/Policy Limit

Workers' Compensation policy must include under Item 3.A. on the information page of the workers' compensation policy the state in which work is to be performed for TAMUS. 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 RESPONDENT or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of the agreement.

D. Umbrella/Excess Liability Insurance with limits of not less than \$3,000,000 per occurrence and aggregate and will be excess over and be no less broad than and "following form" of all included coverage described above. Inception and expiration dates will be the same as the underlying policies. Drop-down coverage will be provided for reduction and/or exhaustion of underlying aggregate limits and will provide a duty to defend for any insured.**E. Architect/Engineer Professional Liability (Errors & Omissions)** The Architect/Engineer shall maintain Professional Liability covering wrongful acts, errors and/or omissions, including design errors of the Architect/Engineer for damages sustained by reason of or in the course of performance of this Agreement for three (3) years after the Project is substantially complete. The Professional Liability insurance shall be in an amount based on the value in the Contract, in this case: *(determined by the Guidelines following the chart)*

<i>Project Cost</i>	<i>Guidelines Limits</i>
\$0 - \$20,000,000	\$1,000,000 each claim/ \$2,000,000 aggregate
\$20,000,001 - \$60,000,000	\$2,000,000 each claim/ \$4,000,000 aggregate
\$60,000,001 - \$90,000,000	\$3,000,000 each claim/ \$6,000,000 aggregate
\$90,000,001 - \$120,000,000	\$4,000,000 each claim/ \$8,000,000 aggregate
\$120,000,001 - higher	\$5,000,000 each claim/ \$10,000,000 aggregate

F. Builders Risk/Installation Floater If this Agreement involves construction on property owned by the Board of Regents of The Texas A&M University System, RESPONDENT must supply an all-risk builder's risk policy naming the Texas A&M University System as a loss payee. During the term of this contract, RESPONDENT shall maintain in force, at its own expense, Builder's Risk / Installation Floater covering RESPONDENTS labor, materials and equipment to be used for completion of the work performed under this contract against all risks of direct physical loss, excluding earthquake and flood, for an amount equal to the full amount of the contract improvements. RESPONDENT is responsible for any deductible or self-insured retention contained within the insurance program. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by the System.

Coverage needs to be in force for complete term of contract. If insurance expires during the term of the contract, a new certificate must be received by the System at least ten (10) days prior to the expiration of this insurance. This new insurance must still meet the terms of the original contract.

RESPONDENT is responsible to notify the State within 5 business days of any cancellation, non-renewal or material change that affects required insurance coverage. In the event RESPONDENT fails to keep in effect at all times the specified insurance coverage, the System may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract

- G. RESPONDENT will deliver to TAMUS: 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 the agreement and prior to the performance of any services by RESPONDENT 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, employer's liability and professional 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 TAMUS as Additional Insureds up to the actual liability limits of the policies maintained by RESPONDENT. 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 TAMUS 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 TAMUS 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 TAMUS prior to the performance of any services by RESPONDENT under the agreement. RESPONDENT 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 the agreement will be mailed, faxed, or emailed to the following TAMUS contact:

The Texas A&M University System
Attn: Jeff Zimmermann
301 Tarrow Street, Suite 361
College Station, TX 77840
Facsimile Number: (979) 458-6101
Email Address: jzimmermann@tamus.edu

The insurance coverage required by this Agreement will be kept in force until all services have been fully performed and accepted by TAMUS in writing.

4.17 DISPUTE RESOLUTION

The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TAMUS and RESPONDENT to attempt to resolve any claim for breach of contract made by RESPONDENT that cannot be resolved in the ordinary course of business. RESPONDENT shall submit written notice of a claim of breach of contract under this Chapter to the Executive Vice Chancellor and Chief Financial Officer for TAMUS, who shall examine RESPONDENT's claim and any counterclaim and negotiate with RESPONDENT in an effort to resolve the claim.

4.18 VENUE

Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against TAMUS shall be in the county in which the primary office of the chief executive officer of TAMUS is located. At the date of this RFP, such county is Brazos County, Texas.

4.19 STATE AUDITOR'S OFFICE

RESPONDENT understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*. RESPONDENT agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. RESPONDENT will include this provision in all contracts with permitted subcontractors.

4.20 RESPONDENT shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of TAMUS.

EXHIBIT A
EXECUTION OF OFFER

RFP01 RISK-17-020

DATE:

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

A.1 Respondent Affirmation

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE.

This execution of offer must be completed, signed, and returned with the respondent's qualifications. Failure to complete, sign and return this execution of offer with the qualifications may result in rejection of the qualifications.

Signing a false statement may void the submitted qualifications or any agreements or other contractual arrangements, which may result from the submission of respondent's qualifications. A false certification shall be deemed a material breach of contract and, at TAMUS's option, may result in termination of any resulting contract or purchase order.

Addenda Acknowledgment

Receipt is hereby acknowledged of the following addenda to this RFP by entering yes or no in space provided and indicating date acquired. Enter "0" if none received.

No. 1 _____ Date _____

No. 2 _____ Date _____

A.2 Signature

By signing below, the Respondent hereby certifies as follows, and acknowledges that such certifications will be included in any resulting contract:

- (i) the Response and all statements and information prepared and submitted in response to this RFP are current, complete, true and correct;
- (ii) it is not given, 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 response or any subsequent proposal. Failure to sign below, or signing a false statement, may void the response or any resulting contracts at TAMUS' option, and the RESPONDENT may be removed from all future proposal lists at this state agency;
- (iii) the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the RESPONDENT and to bind the Respondent under any contract which may result from the submission of the Response;
- (iv) no relationship, whether as a relative, business associate, by capital funding agreement or by any other such kinship exists between RESPONDENT and an employee of TAMUS;
- (v) Respondent has not been an employee of TAMUS within the immediate twelve (12) months prior to the RFP response;
- (vi) no compensation has been received for participation in the preparation of this RFP (ref. Section 2155.004 Texas Government Code);
- (vii) all services to be provided in response to this RFP will meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health law (Public Law 91-596) and its regulations in effect as of the date of this solicitation;
- (viii) Respondent complies with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action;

- (ix) to the best of its knowledge, no member of the Board of Regents of The Texas A&M University System, or the Executive Officers of the Texas A&M University System or its member institutions or agencies, has a financial interest, directly or indirectly, in the Project;
- (x) each individual or business entity proposed by RESPONDENT as a member of its team that will engage in the practice of engineering or architecture will be selected based on demonstrated competence and qualifications only;
- (xi) if the RESPONDENT is subject to the Texas franchise tax, it is not currently delinquent in the payment of any franchise tax due under Chapter 171, Texas Tax Code, or is exempt from the payment of such taxes. A false certification may result in the Respondent's disqualification;
- (xii) under Section 231.006, Family Code, the vendor 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; and,
- (xiii) under Section 2155.004, Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

RESPONDENT should give Payee Identification Number (PIN) (Formally Vendor ID), full firm name and address of Vendor (enter in block provided if not shown). Failure to manually sign submittal will disqualify it. The person signing the submittal should show title or authority to bind his/her firm in contract. The Payee Identification Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. Enter this number in the spaces provided on the Execution of Offer.

Payee Identification Number (PIN): _____

Sole Owner should also enter Social Security Number: _____

Vendor/Company: _____

Signature (INK): _____

Name: _____

Title: _____

Street: _____

City/State/Zip: _____

Telephone No.: _____

Fax No.: _____

E-mail: _____

<p>* By signing this RFP, RESPONDENT certifies that if a Texas address is shown as the address of the respondent, respondent qualifies as a Texas Resident Bidder as defined in Texas Government Code, § 2252.001(4).</p>

EXHIBIT B NON-COLLUSION AFFIDAVIT

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

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

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

CONFLICT OF INTEREST

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

Signature _____

Company Name _____

Date _____

Subscribed and sworn to before me this

_____ day of _____, 2017.

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

_____. My commission expires: _____

THE EXECUTION OF OFFER AND NON-COLLUSION AFFIDAVIT MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S SUBMISSION. FAILURE TO SIGN AND RETURN THESE DOCUMENTS WILL RESULT IN THE REJECTION OF YOUR SUBMISSION.