



PURCHASING DEPARTMENT  
200 TECHNOLOGY WAY SUITE 1151  
COLLEGE STATION, TEXAS 77845-3424

**REQUEST FOR PROPOSAL**

**RFP NUMBER**  
**RFP-18-002**

**Fleet Maintenance & Reporting System Rebid**

**PROPOSAL MUST BE RECEIVED BEFORE:**  
**2:00 P.M. CENTRAL STANDARD TIME (CST) on Wednesday, February 7th,**  
**2018**

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

**Texas A&M Forest Service  
Purchasing Department  
200 Technology Way Suite 1151  
College Station, TX 77845-3424**

**Show RFP Number, Opening Date, and Time on Return Envelope**

**NOTE:** PROPOSAL must be time stamped at the Texas A&M Forest Service Purchasing Department before the hour and date specified for receipt of proposal.

Sealed proposals will be received until the date and time established for receipt.

**REFER ALL INQUIRIES TO:**

Alan Degelman, C.P.M.,  
Purchasing Department Head  
Texas A&M Forest Service  
Purchasing Department  
Phone: 979-458-7380  
Email: [adegelman@tfs.tamu.edu](mailto:adegelman@tfs.tamu.edu)

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## SECTION 1 INTRODUCTION

### 1.1 DEFINITIONS

Whenever the following terms are used in any part of this Request For Proposal (RFP) the intent and meaning shall be interpreted as follows:

- Agreement / Contract shall mean the formal contractual agreement entered into between the Texas A&M Forest Service and the Seller as a result of this RFP
- Business Day shall mean Monday through Friday; excluding holidays
- Calendar Day shall mean each/every day; including weekends, holidays
- ESBD shall mean Electronic State Business Daily, i.e. State's procurement solicitation website
- HUB shall mean Historically Underutilized Business as certified by the State of Texas
- Proposer / Respondent shall mean the individual, partnership, corporation, or other entity that submits a response to this RFP
- RFP shall mean Request for Proposal
- Seller / Contractor / Vendor shall mean the individual, partnership, corporation, or other entity awarded a contract or agreement for labor or for equipment and supplies under this RFP in accordance with the terms, conditions, and requirements herein
- TFS shall mean Texas A&M Forest Service
- TPASS shall mean Texas Procurement and Support Services for the State of Texas

### 1.2 Scope of Proposal

TFS, a Texas state agency and institution of higher education of the Texas A&M University System, is seeking proposals for a new fleet management system to track the maintenance and repair of roughly 1,000 vehicles, fire apparatus, trailers, transports, bull dozers, maintainers, and other miscellaneous vehicles supporting state-wide operations. Some vehicles are maintained and repaired in-house by one of our maintenance shops or logistics centers while others are maintained and repaired by external vendors. In either case, tracking the activity is done by internal TFS maintenance and support staff.

Successful contractor shall be responsible for proposing and implementing a fleet management, maintenance, and reporting system for use by TFS. The system shall support multiple maintenance and support staff across the agency in different divisions and departments state-wide. Information shall be accessible from mobile and web platforms through a multiuser, centralized database. The primary purpose of the system is to ensure that vehicle maintenance, repair and reporting data is centrally stored and maintained for all vehicles in the TFS fleet. This data, in turn, will improve in-house maintenance and repair operations, simplified work order entry, streamlined reporting to the State of Texas, and overall increase informational awareness of fleet maintenance activity, associated costs, and needs for maintenance staff, management and decision makers.

### 1.3 Contract Term

Any original contract period for an agreement resulting from this RFP will be for a one-year period from date of award. The original agreement may be extended for up to four (4) additional one-year periods. Any renewal(s) will be separate and consecutive. Any renewal(s) shall be under the same pricing, terms, and conditions as that of the original agreement, including any amendments allowed by the original agreement. Any renewal(s) are contingent upon written approval by the TFS and the Seller provided that such renewal is executed prior to the expiration date of the original contract period or any preceding renewal period as applicable.

## SECTION 2 REQUIREMENTS FOR STATEMENT OF WORK

### 2.1 STATEMENT OF WORK

2.1.1 It is the Texas A&M Forest Service's intent that the successful contractor shall be responsible for recommending and implementing an integrated fleet maintenance, management and reporting system for the agency's vehicle fleet. This statement of work involves a series requirements that TFS requires of a fleet system whether provided by way of a Commercial-Off-The-Shelf (COTS) software or Software as a Service (SaaS).

2.1.2 Requirements: Vendor's proposed solution shall meet the following requirements.

A. **Vendor Qualifications:** Vendor must demonstrate experience in the following key areas:

1. Must be able to provide examples of where the proposed system has been successfully implemented.
2. General knowledge of fleet management for small to medium sized organizations.

B. **System Architecture Requirements:**

1. State of Texas Mandated Requirements – The system will conform to web accessibility standards (Texas Administrative Code, TAC 206, Subchapter C, Rule 206.70)
2. Vendor shall supply detailed information on how their proposed products, services, and solutions address the requirements of Section 508 of the Rehabilitation Act of 1973 (revised). For each electronic and information resource (EIR) product or service subject to Texas Administrative Codes 1 TAC 206 and 1 TAC 213, the Vendor shall provide documentation of how each requirement or specification is met. The Vendor shall provide this information in a Voluntary Product Accessibility Template (VPAT) to document conformance to the applicable Section 508 and WCAG 2.0 Standards. The VPAT template can be obtained at ITI's website:  
<https://www.itic.org/dotAsset/d432b9da-3696-47fe-a521-7d0458d48202.doc>.
3. System shall operate on web and mobile platforms.
4. Users shall access the system using Microsoft Internet Explorer, Microsoft Edge, Mozilla Firefox, Apple Safari, and Google Chrome internet browsers.

5. Vendor may present options for on premise or SaaS hosting.
6. An on premise solution must operate on TFS approved IT platforms using Microsoft Windows Server, Microsoft SQL Server, and Internet Information Server (IIS).
7. For SaaS solutions, vendor shall provide documentation concerning data security, integrity, business continuity planning, disaster recovery planning and physical security of servers and services.
8. System should be easy to use and have an intuitive design.
9. System shall have audit and change tracking capabilities.
10. System shall have robust search capabilities and offer different ways to find key data within the system. (e.g. find a vehicle by ID, license plate, or location.)

**C. Security Requirements:**

1. All transmitted information (e.g. from the client to the server) must be encrypted using SSL encryption (latest and / or non-vulnerable version).
2. Single-Sign-On (SSO): System should accept the use of a SAML 2.0 compliant authentication provider to facilitate user login. Microsoft's Active Directory Federation Services (ADFS) is preferred.
3. Account management shall be conducted through a secure, centralized and uniform system.
4. System should have various user roles that can be assigned to users based on need and job function.
5. TFS shall have the ability to approve and define an authorized administrator(s) to perform account and user role management.
6. Vendor will provide TFS with timely security updates or patches to support security vulnerability mitigation stemming from all application dependencies such as application code, 3<sup>rd</sup> party libraries, middle-ware, services (such as web server software), database systems, and operating systems.

**D. Fleet & Inventory Requirements:**

1. System shall capture and store base vehicle data including but not limited to Asset #, VIN or Serial #, License Plate, Make, Model, Year, Description, Type, Mileage, Location
2. Users should be able to optionally group like vehicles together.
3. TFS should be able to integrate an implemented system with our existing Financial Management and Accounting System (FAMIS) to automatically update vehicle inventory data.
4. Attachments: Users should be able to attach supporting documents to vehicles such as manuals, diagrams, recall information, etc.

**E. Maintenance:**

1. System shall have a Work Order (WO) entry area.

2. Users should be able to get a WO into the system quickly and efficiently with minimal information to start.
3. Users should be able to find a vehicle quickly and easily when working within a WO. A WO shall have the ability to attach one or more vehicles.
4. Attachments: Users should be able to attach supporting documentation to a WO such as an itemized receipt for external repairs.
5. WO shall capture detail of the work completed.
6. System shall have the ability to e-mail a completed WO.
7. A WO should clearly distinguish between Preventative Maintenance (PM) vs. a repair.
8. A WO should clearly distinguish between internal vs. external vendor work completed.
9. Anyone should be able to enter a WO. For example, a vehicle operator requesting a repair vs. a mechanic entering a detailed WO for completion.
10. TFS is interested in maintenance reminders, preventative maintenance, and parts used capabilities but they are not required.

**F. Reporting:**

1. System shall have reporting capabilities including but not limited to cost, service history and WO history.
2. A WO should be easily and quickly printable.
3. Users should have the option to run reports on grouped vehicles.
4. System shall have export capabilities to formats including but not limited to Excel, CSV, and PDF.
5. System shall have custom automated reports that can run on a schedule to aid in state required reporting.

**G. Additional Information:**

1. Will TFS be providing applicants with a functional matrix or are all functional requirements provided within the body of the RFP?  
All of the functional requirements are in within the body of the RFP. Please refer to section 2.1.2.
2. What inventory vehicle data needs to be sent to FAMIS and how often? Can this be done in a flat file transfer or is a web service preferred? "TFS should be able to integrate an implemented system with our existing Financial Management and Accounting System (FAMIS) to automatically update vehicle inventory data" (Statement of Work, 2.1.2, Heading D).  
The integration needs to be from FAMIS to the new fleet system. A daily, flat file integration would be ideal.
3. Does TFS have fuel-system or fuel-card data that needs brought into the proposed system?  
No.

4. Does TFS have rental pool vehicles? If so, does it have a need for software to manage them (i.e. reserve, dispatch, bill)?  
No.
5. How many users do you anticipate will use the system?  
Anywhere from 10 to 20 daily users consisting of mechanics, business associates (data entry) and management.
6. Do you have a yearly budget?  
No.
7. Can out of state companies enter the bid?  
Yes
8. How many locations across the state will be using the system?  
70 locations with four warehouses in East, Texas.

## 2.2. Standardized Pricing Structure

The Proposer's response proposal shall include an itemized pricing structure that separately details all costs for each of the individual deliverables.

All prices quoted shall be all inclusive with regard to any and all costs including, but not limited to, travel expenses, shipping, postage, fees, licensing, bonding, and any other applicable charges required for the completion of the project as specified. If necessary, such costs may be separately detailed in the pricing structure.

Any other services and/or items not specifically referenced within this RFP, but that may be included in the Proposer's response proposal shall be separately priced in the pricing structure.

### Pricing Fee Schedule Structure

RFP Section Number	Description	Price	UOM
<b><i>FEE SCHEDULE PRICING STRUCTURE</i></b>			
2	Fleet System	\$_____	(as appl)
2	Implementation Services & Training	\$_____	(as appl)



### **SECTION 3**

## **PROPOSAL SELECTION AND EVALUATION CRITERIA**

### **3.1 Proposal Selection**

- 3.1.1 Selection of the successful proposal in response to this RFP will be made using the competitive sealed proposal process. The selection of the successful proposal may be made by TFS on the basis of the proposals initially submitted, without discussion, clarification, or modification. Alternatively, selection of the successful proposal may be made by TFS on the basis of negotiation with any of the proposers. TFS shall not disclose any information derived from the proposals submitted by competing proposers in conducting such discussions.
- 3.1.2 At TFS' sole option and discretion, TFS may discuss and negotiate all elements of the proposals submitted by selected proposers within a specific competitive range. For purposes of negotiation, a competitive range of acceptable or potentially acceptable proposals may be established comprising the highest rated proposals. Further action on proposals not included within the competitive range will be deferred pending the selection of the successful proposal; however, TFS reserves the right to include additional proposals in the competitive range if deemed to be in the best interest of TFS.
- 3.1.3 After submission of proposal, but before final selection of the successful proposer is made, TFS may permit a proposer to revise its proposal in order to obtain the proposer's best final offer. TFS will provide each proposer within the competitive range with an equal opportunity for discussion and revision of its proposal.

### **3.2 Evaluation Information**

- 3.2.1 TFS will utilize an evaluation team for the evaluation of this RFP. The evaluation will include the overall response to the RFP. TFS must be confident that the respondent's proposal will meet the needs of the TFS. TFS will evaluate and make the award on the proposal that is determined to be the best value to the agency.
- 3.2.2 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, TFS 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 to being made acceptable and therefore not considered for award. TFS is not bound to accept the lowest fee proposal if that proposal is not the best value to the agency as determined by TFS. TFS alone shall determine "best value" to the agency and TFS' judgment in this regard shall be considered final.
- 3.2.3 TFS may require a demonstration/presentation by proposer(s). During the evaluation, the TFS may request an on-site demonstration/presentation. TFS reserves the right to consider the demonstration/presentation in the evaluation criteria.
- 3.2.4 TFS reserves the right to reject any and all proposals.

**Evaluation Criteria and Weights**

Each proposal shall be evaluated on the ability to meet the requirements and to provide the best value to the Texas A&M Forest Service. Each proposal shall be evaluated by assigning points to each of the items listed below. The evaluation will be based on the following system:

<b><u>Criteria</u></b>	<b><u>Possible Points</u></b>
Experience, certifications, qualifications, financial standing, and past performance including experience in similar projects	25
Pricing	30
Quality, security and privacy, and reliability of goods and services, and extent to which goods and services meet the needs of TFS	20
Understanding of project scope, and ability to meet TFS deadlines	20
References	5
<hr/>	
<b>TOTAL</b>	<b>100</b>

**3.3 Proposer's Acceptance**

By submitting a proposal in response to this RFP, Proposer agrees to all terms and conditions, specifications, and all other requirements set forth in this RFP, including the selection, evaluation, and award process and further accepts the Texas A&M Forest Service's judgment and decision of award.

## SECTION 4 GENERAL INFORMATION

### 4.1 Submittal Deadline and Location

All proposals must be received by the Texas A&M Forest Service Purchasing Office **no later than 2:00 p.m. Central Standard Time (CST), Wednesday, February 7<sup>th</sup>, 2018** in a sealed envelope or box that clearly shows the information as referenced in Section 4.3.4.

**Proposals are to be submitted to:**

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

Texas A&M Forest Service  
Purchasing Office  
200 Technology Way Suite 1151  
College Station, TX 77845-3424

Late proposals will not be considered under any circumstances. Late proposals properly identified will be returned to Respondent unopened.

Telephone and/or facsimile (fax) proposals are not acceptable under any circumstances.

### 4.2 Notice of Texas A&M Forest Service Holiday(s)

The Texas A&M Forest Service will be closed November 23<sup>rd</sup> and 24<sup>th</sup> and December 25<sup>th</sup> 2017 through January 1<sup>st</sup> 2018.

### 4.3 Submittal Instructions

4.3.1 Proposal responses including Execution of Offer (Section 8) must be signed by proposer's company official authorized to commit such proposals. **Failure to sign the Execution of Offer may be basis for proposal disqualification.**

4.3.2 One (1) signed original (marked "original") and three (3) reproduced hard copies (marked "copy"), or one (1) signed original (marked "original") and three (3) flash drive copies of the complete proposal response is required.

4.3.3 All flash drive copies must either be in *Microsoft Office (DOC) software* or *Adobe Portable Document Format (PDF)*. All image files must be in one of the following formats: jpg, .tif, .bmp, or .tif. It is preferred that all image files are already inserted as part of a document such as PDF. Image files on the CD must be clearly named and referenced in your proposal response.

**NOTE:** The original signature on one (1) hard copy will serve as official signature of record for all CD copies.

4.3.4 Proposal response package (envelope/box/carton) must clearly show on at least one (1) exterior surface the following information:

- RFP number

- Opening date
- Proposer's company name and address

4.3.5 Telephone and/or facsimile (fax) responses to this RFP are not acceptable.

#### 4.4 Special Requirement for Responding Proposers

TFS is seeking to enter into an agreement with a qualified and experienced provider for a Fleet Maintenance and Reporting System.

**NOTE:** Any proposal that the TFS determines does not clearly demonstrate the above minimum requirement will not be acceptable and will not be considered for further evaluation for award.

#### 4.5 Proposal Content and Components

4.5.1 Proposals should be prepared simply and economically, providing a straightforward, concise description of proposer's ability to meet the requirements and specifications set forth in this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications set forth in this RFP.

4.5.2 Proposers are requested to submit a proposal that represents their "best offer" as the Texas A&M Forest Service does not anticipate utilization of the "Best and Final Offer" process.

4.5.3 Proposal text is to be typed single-spaced on one (1) side of each page. All pages are to be on 8 ½ inch × 11-inch paper with all pages numbered sequentially and tabbed appropriately to identify each evaluation criteria. Proposal shall be bound by binder clip or hole-punched and placed in a 3-ring binder. Do not bind proposal with spiral binding, file folders, staples, paper clips, rubber bands, or envelopes.

4.5.4 **The following documents are to be submitted as part of the proposal response:**

- Completed and signed Execution of Offer
- Copy of proposer's written Civil Rights "Affirmative Action Compliance Program" or a statement as to why the proposer is not required to have such written program.
- Copy of proposer's Drug-Free Workplace policy
- References
- Itemized Pricing as per requirements of Section 2.2 (including a statement that pricing will be held firm for **ninety (90) days** from submittal deadline date)
- Completed Respondent's Questionnaire
- Copies of all addenda that may be issued for the RFP, signed by same authorized proposer representative which signs the Execution of Offer

4.5.5 **The proposal response shall also include the following:**

- A table of contents by section to the appropriate pages
- An executive overview that should be limited to approximately five (5) pages and that provides a concise overview of the services being offered to meet the requirements of this RFP, the proposer's general approach to providing the services and deliverables, and documentation as to why the proposer is the best qualified.
- A cost presentation as stipulated in Section 2.2 Pricing Structure

- A statement of qualifications that includes:
  - a) Introduction—(content at the discretion of the proposer)
  - b) Company background—Must provide proposer's relevant experience (years in business)
  - c) Qualifications—Information provided for professional and support staff and any subcontractors must demonstrate experience and qualifications in their particular work assignment for the project. Information provided for similar assessment work must be substantiated with current references.
  - d) Project management—Describe project organization and management methods that are most appropriate to perform the services and provide deliverables as required in this RFP. The description shall include procedures, cost and time schedules, and any other management considerations appropriate to this RFP. Contact and project managers, and key personnel shall be identified. Any subcontractors shall be identified and the intended scope of their work detailed. Office locations for key personnel and any subcontractors shall be identified. The management methods shall address cost or price monitoring and control. Proposers data management and project tracking capabilities shall be described.
- Information for references—Listing of a minimum of three (3) separate and verifiable references for which the proposer has performed or is currently performing comparable work in the quality and scope of that specified in this RFP. The listing must include (for each reference) company name, address, phone number, and contact person; project title, size, term, and performance period; and brief description of the work and deliverables provided.

#### 4.6 Texas A&M Forest Service Contact

All questions regarding this Request For Proposal must be directed in writing to:

Alan Degelman, C.P.M.  
Purchasing Department Head  
Email: [adegelman@tfs.tamu.edu](mailto:adegelman@tfs.tamu.edu)  
Phone: 979-458-7380  
Fax: 979-458-7386

The Texas A&M Forest Service specifically requests that Respondents **restrict all contact and questions regarding this RFP to the above named individual.**

#### 4.7 Inquires and Interpretations

Responses to inquires, which directly effect an interpretation or change to this RFP, will be issued in writing by addendum. Only inquires which are replied to by formal written addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect.

**NOTICE:** THE DEADLINE FOR WRITTEN QUESTIONS IS Friday, February 2nd at 2:00 P.M. CENTRAL STANDARD TIME (CST), 2018.

#### 4.8 Open Records

Texas A&M Forest Service considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and

therefore shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552) after a contract is awarded.

Proposers are hereby notified that Texas A&M Forest Service strictly adheres to all Statutes, court decisions, and the opinions of the Texas Attorney General regarding the disclosure of RFP information.

#### **4.9 Terms and Conditions**

All terms and conditions and other requirements contained in this RFP shall govern any agreement issued as a result of this RFP. Additional or attached terms and conditions which are determined to be unacceptable to TFS may result in the disqualification of your proposal. Examples include, but are not limited to, liability for payment of taxes, subjugation to the laws of another State, and limitations to remedies.

## SECTION 5 GENERAL TERMS AND CONDITIONS

### 5.1 General

- 5.1.1 Proposal should be prepared simply and economically, providing a straightforward and concise description of the Proposer's ability to meet requirements of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the RFP's requirements.
- 5.1.2 The TFS reserves the right to accept or reject any and all proposals, to waive informalities and technicalities, and to accept the proposal considered the "best value" for the TFS. Additionally, all Proposers are hereby notified that the TFS shall consider all factors it believes to be relevant in the selection of the "best value" including but not limited to both subjective and objective criteria and the ability of Proposer to perform the requirements of this RFP. TFS' decision is final.
- 5.1.3 This RFP is a solicitation for proposals and is not a contract or an offer to contract. The TFS is not obligated to award a contract and reserves the right, at the TFS' exclusive option to: (1) enter into agreements or other contractual arrangements for all or any portion or portions of the requirements and specifications set forth in this RFP with one or more proposers; (2) reject any and all proposals and re-solicit proposals; or (3) reject any and all proposals and temporarily or permanently abandon the procurement, if deemed to be in the best interests of TFS.

**Additionally, the TFS reserves the right to make an award(s) and/or enter into an agreement(s) that stipulates options to purchase all or only specific parts of the items and/or services included in the awarded proposal(s) on an "as funded" or "as needed" basis.**

**By responding to this RFP, proposer fully understands, agrees and accepts that award(s) and resulting agreement(s) for the purchase of any or all portions of the items and/or services included in this RFP is contingent upon availability of sufficient funding.**

- 5.1.4 Proposals are to be **valid for a minimum of ninety (90) days from the submittal deadline date** to allow time for evaluation, selection, and any unforeseen delays.
- 5.1.5 The proposer agrees to protect the State of Texas and the TFS from claims involving infringement of patents or copyrights.
- 5.1.6 The proposer hereby assigns to TFS, any and all claims for overcharges associated with any contract resulting from this RFP that arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973) and that arise under the antitrust laws of the State of Texas, Texas Business and Commercial Code Ann. Sec. 15.01, et seq. (1967).
- 5.1.7 No substitutions or cancellations permitted without written approval of the TFS.
- 5.1.8 Upon award, delivery shall be effective as stated unless Seller obtains approval from TFS for late delivery. Delivery shall be made during normal working hours only unless TFS approves otherwise. Delivery may be a factor in award.
- 5.1.9 Proposals and any other information submitted by proposer in response to this RFP shall become the property of the TFS.

- 5.1.10 **Proposers electing to respond to this RFP are responsible for all costs incurred by proposer for proposal preparation, submittal, presentations (oral or otherwise) that may be made, or any other cost.** The TFS is not liable for any cost incurred by proposer.
- 5.1.11 Failure to comply with the requirements contained in this RFP may result in the rejection of the proposal. Proposals that are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to disqualification by TFS at its option.
- 5.1.12 Except as otherwise provided in this RFP, no proposal may be changed, amended, or modified after it has been submitted or filed in response to this RFP. However, upon written request by proposer, a proposal may be withdrawn or withdrawn and resubmitted at any time **prior** to the Submittal Deadline. No proposal may be withdrawn after the Submittal Deadline without TFS' consent, which shall be based on Proposer's written documentation evidencing a reason acceptable to TFS in its sole discretion.

## 5.2 Alternate Proposal

TFS reserves the right to consider alternate proposals submitted by proposers. Alternate proposals shall be clearly marked "Alternate" with the proposed alternates clearly defined and all pricing/cost advantages included, if applicable.

## 5.3 Time of Performance

Time is of the essence in the rendering of services hereunder. Seller agrees to perform all obligations and render services set forth per this RFP in accordance with the schedules herein and as mutually agreed upon between TFS and Seller during the term of any agreement resulting from this RFP. Seller will not be responsible for, or subject to default, because of any schedule changes or delays of deliverables that may be caused by the action(s) or non-action(s) of TFS.

## 5.4 Default

In the event that the Seller fails to carry out or comply with any of the terms and conditions of the agreement with TFS, TFS may notify the Seller of such failure or default in writing and demand that the failure or default be remedied within ten (10) calendar days; and in the event that the Seller fails to remedy such failure or default within the ten (10) calendar day period, TFS shall have the right to cancel the agreement upon ten (10) calendar days written notice.

The cancellation of the Agreement, under any circumstances whatsoever, shall not effect or relieve Seller from any obligation or liability that may have been incurred or will be incurred pursuant to the agreement and such cancellation by TFS shall not limit any other right or remedy available to TFS at law or in equity.

## 5.5 Termination

### 5.5.1 For Convenience:

The agreement may be terminated, without penalty, by the TFS without cause by giving thirty (30) days written notice of such termination to the Seller.



- 5.5.2 Upon award, the agreement is subject to termination, without penalty, either in whole or in part, if funds are not appropriated.
- 5.5.3 The insurance policy shall provide for termination by the carrier only upon presentation of a written notice to TFS ten (10) days prior to termination date.
- 5.5.4 In no event shall such termination by TFS as provided under this Section give rise to any liability on the part of TFS including, but not limited to, claims of Seller for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing. TFS' sole obligation hereunder is to pay Seller for goods and services received and approved by TFS to the date of termination.

## 5.6 Warranties

In addition to all warranties established by law, Seller hereby warrants and agrees that:

- 5.6.1 All goods and services covered by the agreement shall conform to the specifications, drawings, samples or other descriptions set forth in the agreement or otherwise furnished or adopted by TFS, and shall be merchantable fit for the purpose intended, of best quality and workmanship, and free from all defects. TFS shall have the right of inspection and approval, and may, at Seller's expense, reject and return nonconforming goods or require re-performance of services that are not in compliance with the requirements of the agreement. Defects shall not be deemed waived by TFS' failure to notify Seller upon receipt of goods or completion of services, or by payment of invoice.
- 5.6.2 All goods and services provided under the agreement shall meet or exceed the Safety Standards established and promulgated under the Federal Occupational Safety and Health Administration (Public Law 91-596) and its regulations in effect or proposed as of the date of the agreement.
- 5.6.3 All goods and services delivered pursuant to the agreement shall conform to standards established for such goods or services in accordance with any applicable federal, state, or local laws and regulations, unless otherwise indicated in the agreement.
- 5.6.4 **TECHNOLOGY ACCESS CLAUSE**—The vendor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the vendor represents and warrants to the Texas A&M Forest Service that the technology provided to the Texas A&M Forest Service for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:
  - 1. providing equivalent access for effective use by both visual and non-visual means;
  - 2. presenting information, including prompts used for interactive communications, in formats intended for non-visual use and;
  - 3. being integrated into networks for obtaining, receiving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology or by means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

## **5.7 Agreement Amendments**

Any agreement resulting from this RFP may be modified or amended as negotiated and/or mutually agreed upon by TFS and Seller. No modification or amendment to any agreement resulting from this RFP shall become valid unless agreed in writing and signed by both the TFS and the Seller. All correspondence regarding modifications or amendments to the agreement must be forwarded to the TFS Purchasing Department for prior review and approval. Only the TFS Purchasing Department Head or his/her designee will be authorized to sign changes or amendments to any agreement resulting from this RFP.

## **5.8 Independent Vendor Status**

Seller agrees that Seller and Seller's employees and agents have no employer-employee relationship with TFS. TFS shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, federal or state unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will TFS furnish any medical or retirement benefits or any paid vacation or sick leave.

## **5.9 Right to Audit**

At any time during the term of this agreement and for a period of four (4) years thereafter the USDA Forest Service, the Comptroller of the United States, TFS, or duly authorized audit representatives of these entities, at their own expense and at reasonable times, reserves the right to have access to, and to incrementally audit, Seller's records that are related to this agreement. In the event such an audit by one or more of these entities reveals any errors/overpayments by TFS, Seller shall refund TFS the full amount of such overpayments within thirty (30) days of such audit findings, or TFS at its option, reserves the right to deduct such amounts owed to TFS from any payments due to Seller.

## **5.10 Title, Risk of Loss, and Freight**

The title and risk of loss of any goods shall not pass to TFS until the goods are actually received, taken possession of, and accepted by the TFS at point of delivery. All goods furnished hereunder shall be delivered F.O.B. Destination, Freight Prepaid and Allowed. Seller shall be responsible for any and all freight claims.

## **5.11 Acceptance of Goods and Services**

All goods furnished and all services performed under the agreement shall be to the satisfaction of TFS and in accordance with the specifications, requirements, terms and conditions of this RFP and the agreement. TFS reserves the right to inspect the goods furnished or services performed, and to determine the quality, acceptability, and fitness, of such goods or services.

All goods and equipment furnished must be new and unused at the time of delivery. All equipment must be provided with standard manufacturer's warranty. Instructions, service and parts manuals are to be furnished at no charge. All manuals must be in English.

Before full acceptance, all documentation on the project and model, as specified in Section 2, shall be provided.

## **5.12 Ownership of Deliverables**

Upon acceptance by TFS of any and all deliverables, such deliverables shall become the property of and full ownership conveyed to the TFS. Such deliverables shall include, but not be limited to, models, maps, charts, publications, reports and other documents, datasets, software (including licenses and permits), and any other items created by the work performed by Seller. All copyrights, printing/reprinting and publishing/republishing rights for any publications shall be in the name of, or conveyed to the TFS.

## **5.13 Sales and Use Tax**

The TFS as an agency of the State of Texas, is exempt from State and Local Sales and Use Taxes pursuant to the provisions of the Texas Limited Sales, Excise, and Use Tax Act. The Seller may claim exemption from payment of applicable State taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts. Do not include taxes in prices quoted for a proposal in response to this RFP.

## **5.14 Invoicing**

Seller shall submit one copy of an itemized invoice(s) to the designated invoice address showing the purchase order number and this RFP number. In case of a problem on a disputed invoice or charge, Seller will provide necessary information (i.e. duplicate invoice, shipping information and proof of delivery) at no extra charge to TFS within five (5) business days of request for such information.

All credit memos will reflect the purchase order number, this RFP number, and the original invoice number in which the charge was initiated.

## **5.15 Payment**

Progress payments shall be made on a monthly (or other mutually agreed upon) basis for work completed/goods delivered which are accepted by TFS and within thirty (30) days of receipt of an uncontested invoice. TFS will incur no penalty for late payment if made in thirty (30) days or fewer from receipt of goods or services and an uncontested invoice (whichever is later).

This payment method and schedule shall be in effect unless otherwise approved by TFS.

## **5.16 Reporting**

Seller will provide the Project Manager or his/her designee detailed progress and/or performance reports on a weekly, bi-weekly, or monthly basis as determined by TFS.

Seller may be required to have monthly conferences with a Technical Team, if such appointed by TFS.

Seller will provide other reports as may be required or requested.

## **5.17 Observance of TFS Rules and Regulations**

Seller agrees that at all times its employees will observe and comply with all regulations of the Texas A&M Forest Service, including but not limited to parking and security regulations.

## **5.18 Recall Notice**

Seller shall, immediately upon discovery of same, advise TFS of any and all required replacement/modifications to equipment or component parts thereof or withdrawal of product by reason of safety hazard or recall regardless of the nature of same. Any verbal notification must be confirmed in writing within twenty-four (24) hours of such verbal notification. All such formal notices will be submitted to the Texas A&M Forest Service Purchasing Department.

#### **5.19 Non-Disclosure and Sensitive Data**

Seller and TFS acknowledge that they or their employees may, in the performance of any agreement resulting from this RFP, come into the possession of proprietary or confidential information owned by or in the possession of the other party. Neither party shall use any such information for its own benefit or make such information available to any person, firm corporation, or other organizations, whether or not directly or indirectly affiliated with Seller or TFS unless required by law.

#### **5.20 Publicity**

No public disclosures or news releases pertaining to this RFP or any details thereof shall be made public without prior written approval of the TFS. Seller agrees that it shall not publicize any agreement or disclose, confirm, or deny any details thereof to third parties or use any photographs or video recordings of the TFS name in connection with any sales promotion or publicity event without the prior written approval of TFS.

#### **5.21 Severability**

If one or more provisions of the resultant agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of the agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

#### **5.22 Non-Waiver of Defaults**

Any failure of TFS at any time, to enforce or require the strict keeping and performance of any of the terms and conditions of this RFP and any resulting agreement shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of TFS at any time to avail itself of same.

#### **5.23 License and Permits**

Seller will obtain and maintain at its own expense, and in its name, all necessary licenses and permits required to perform the services required herein.

#### **5.24 Non-discrimination**

Seller and its agents and employees are prohibited from engaging in or allowing any impermissible discrimination on the basis of race, religion, color, national origin, age, sex, disability, or veteran status in relation to (1) Seller's employment practices; (2) the performance of Seller's obligations under the agreement. In performing its obligations under the agreement, Seller shall be subject to and shall comply with all currently effective or subsequently promulgated policies on non-discrimination issued by either the TFS or the Texas A&M University System.

**Rehab Act, VEVRAA, Section 503:**

**This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

**5.25 Compliance with Law**

Seller shall comply with any applicable federal, state, and local laws and regulations in performing its operations under the agreement.

**5.26 Federal Laws and Regulations**

By submitting a signed proposal in response to this RFP, the proposer certifies that proposer is fully informed of, and in full compliance with its obligations under existing applicable federal laws and regulations, including, but not limited to:

- Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000(D));
- Civil Rights Act of 1991;
- Executive Order 11246, as amended (41 CFR 60-1 and 60-2);
- Vietnam Era Veterans Readjustment Act of 1974, as amended (41 CFR 60-250);
- Rehabilitation Act of 1973, as amended (41 CFR 60-741);
- Age Discrimination Act of 1975 (42 USC 6101 et seq.);
- Non-segregated Facilities (41 CFR 60-1);
- Drug-Free Workplace Act of 1988 (PL 100-690);
- Federal Procurement or Nonprocurement Programs (Executive Order 12549 and 12689);
- Bryd Anti-Lobbying Amendment (31 USC 1352);
- Clean Air Act of 1970 (42 USC 7401 et seq.);
- Federal Water Pollution Control Act (33 USC 1251 et seq.);
- Omnibus Reconciliation Provision, Section 952;
- Fair Labor Standards Act of 1938, Sections 6, 7, and 12, as amended;
- Americans with Disabilities Act of 1990 (42 USC 12101 et seq.);
- Immigration Reform and Control Act of 1986;
- Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals (PL 96-507);
- Federal Occupational Safety and Health Law (PL 91-596) including its regulations in effect or proposed as of the date of the agreement; and
- OSHA Statement – Vendor represents and warrants that all articles and services covered by this document meet or exceed the safety standards established and promulgated under Federal Occupational Safety and Health Law (Public Law 91:596) and its regulations in effect or proposed as of the date of this document.

- **Certification of Non-segregated Facilities of Equal Employment Opportunities Compliance** – If this transaction exceeds \$10,000 or if the seller anticipates or has a history of exceeding \$10,000 in sales to the Texas A&M Forest Service within any continuous twelve (12) month period, the acceptance of this document will signify their compliance with the provisions of Section 202 of Executive Order no. 11246 pertaining to Equal Employment Opportunities effective September 24, 1965 and its amendment Executive Order no. 11375 effective October 13, 1967 insofar as Section 202 is affected by changing the word “creed” to “religion” and by adding the word “sex”. The signing will also serve as written affirmation of the following Certification of Non-segregated Facilities. By the acceptance of this document, the bidder, offeror, applicant or subcontractor certifies that they do not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not permit their employees to perform their services at any location under their control, where segregated facilities are maintained. They certify further that they will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they will not permit their employees to perform services at any location under their control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification the term “segregated facilities” means any waiting room, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or otherwise. They further agree that (except where they have obtained identical certifications from proposed subcontractors for specific time periods) they will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, that they will retain such certifications in their files and that they will forward the following notice to such subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).
- A Certification of Non-segregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or all subcontracts during a period (i.e., quarterly, semiannually, or annually).
- Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.
- **Affirmative Action Compliance** – In addition to the above certification, if this transaction exceeds \$50,000 the seller must have included as part of the bid a copy of their written Civil Rights “Affirmative Action Compliance Program”. If the bidder is not required to have such a written program, they must have so stated on the bid form indicating the reason it is not required. Paragraph 60.741.4 of Title 41 of Part 60-741 Affirmative Action Obligations of Contracts and Subcontracts for Handicapped Workers is incorporated by reference for all contracts of \$3,500 or greater.
- This contract for goods and/or services incorporates by reference the equal employment opportunity clause provisions of Executive Order no. 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; and the Vietnam Era Veterans Readjustment

Assistance Act of 1974, as amended; and all regulations and relevant orders of the U.S. Secretary of Labor. Awarded vendor shall comply with any applicable federal, state, and local laws and regulations in performing its operations under any awarded contract. Signing this RFP with a false statement is a breach of contract and shall void this submittal.

#### **5.27 Alcohol- and Drug-Free Workplace**

The TFS is committed to maintaining an alcohol- and drug-free workplace. Possession, use, or being under the influence of alcohol or controlled substances by Seller's employees while in the performance of any services provided under an agreement resulting from this RFP is prohibited. Violation of this requirement shall constitute grounds for termination of the agreement. **Additionally, the proposer is required to include in their proposal response, a copy of the proposer's Drug-Free Workplace policy.**

#### **5.28 Force Majeure**

No party shall have any liability to the other party under the agreement by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by an act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond that party's control (herein called "Force Majeure").

#### **5.29 Governing Law**

The agreement shall be construed and governed by the laws of the State of Texas. Texas law shall govern regardless of any language in any attachment or other document that the Seller may provide.

#### **5.30 Venue**

Any action between the parties arising from this RFP and any resulting agreement shall be maintained in the courts of Brazos County, Texas.

## SECTION 6 CONTRACTUAL REQUIREMENTS

### 6.1 Insurance (if applicable)

The Seller/Contractor shall not commence work until all of the insurance specified on **Attachment B** has been obtained and certificates of such insurance in force have been filed with and accepted by TFS. Insurance coverage shall provide for a ten (10) 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 TFS shall not relieve or decrease the liability of the Seller/Contractor.

Unless otherwise specified, Seller/Contractor shall provide and maintain, until the work included in this RFP is completed and accepted by TFS, the minimum insurance coverages outlined on Attachment B.

Certificates of Insurance must be mailed to:

TEXAS A&M FOREST SERVICE  
Purchasing Department  
ATTN: Alan Degelman  
200 Technology Way Suite 1151  
College Station, TX 77845-3424

**OR**

certificate(s) may be faxed to: **979-458-7386**

By submitting a proposal in response to this RFP, Proposer acknowledges and affirms these insurance requirements are understood and Proposer will provide such insurance as required herein if awarded a contract resulting from this RFP.

### 6.2 HUB – Historically Underutilized Businesses

All agencies of the State of Texas are required to make a good faith effort to utilize Historically Underutilized Businesses (HUBs) in procurements for commodities and services. It is the intention of the State of Texas and the Texas A&M Forest Service (TFS), as a good faith effort, to encourage the use of Historically Underutilized Businesses (HUBs) in all prime contracts, subcontracts, and purchasing transactions. TFS initiatives are to our prime contractors and core suppliers to achieve these ends through race, ethnic, and gender-neutral means. All procurements exceeding \$100,000 for either goods and/or services must include a completed State of Texas HUB Subcontracting Plan (HSP) submitted by vendor/contractor.

### 6.3 Public Disclosure

(a) Bidder acknowledges that Texas A&M Forest Service 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 Forest Service's written request, bidder 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 Forest Service in a non-proprietary format acceptable to Texas A&M Forest Service. 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 Forest Service has a right of access.

(c) Bidder acknowledges that Texas A&M Forest Service 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*.

#### **6.4 Indemnification**

Seller agrees to indemnify and hold the State of Texas, the Texas A&M Forest Service, their officers, employees, and agents (the Indemnified Parties) harmless from and indemnify each against any and all liabilities, actions, damages, suits, proceedings, judgments, and costs (excluding attorney's fees) for claims resulting from the acts or omissions of Seller or the acts or omissions of others under Seller's supervision and control.

#### **6.5 Other Benefits**

It is understood and agreed that no benefits, payments, or considerations received by Seller for the performance of services associated with and pertinent to the resultant agreement shall accrue, directly or indirectly, to any employees, elected or appointed officers or representatives, or any other person identified as agents of, or who are by definition an employee of the State.

#### **6.6 Alternative Dispute Resolution**

(1) The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by TFS and the Proposer/Seller/Contractor to attempt to resolve any claim for breach of contract made by Proposer/Seller/Contractor:

- (A) A Proposer's/Seller's/Contractor's claim for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Texas Government Code. To initiate the process, Proposer/Seller/Contractor shall submit written notice, as required by subchapter B of Chapter 2260, to Robby DeWitt, Associate Director for Finance and Administration. Said notice shall specifically state the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of the Texas A&M Forest Service and the Proposer/Seller/Contractor otherwise entitled to notice under the parties' contract. Compliance by the Proposer/Seller/Contractor with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, Texas Government Code.
- (B) The contested case process provided in Chapter 2260, subchapter C of the Texas Government Code is Proposer's/seller's/Contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by Texas A&M Forest Service, if the parties are unable to resolve their disputes under subchapter (A) of this paragraph.
- (C) Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Texas Civil Practices and Remedies Code. Neither the execution of this contract by Texas A&M

Forest Service nor any other conduct of any representative of Texas A&M Forest Service relating to this contract shall be considered a waiver of sovereign immunity to suit.

- (1) The submission, processing, and resolution of the Proposer's/Seller's/Contractor's claim is governed by the published rules adopted by the Office of the Attorney General of the State of Texas pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found under Title 1, Part 3 Chapter 68 of the Texas Administrative Code.
- (2) Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by Proposer/Seller/Contractor, in whole or in part.
- (3) The designated individual responsible on behalf of Texas A&M Forest Service for examining any claim or counterclaim and conducting any negotiations related thereto as required under Section 2260.052 of the Texas Government Code shall be Robby DeWitt, Associate Director for Finance and Administration at (979) 458-7300.

## 6.7 Contract Administration

Upon award and execution of an agreement or contract, administration of such agreement or contract will be by a TFS Contract Administrator. All issues relating to the agreement or contract including, but not limited to, contract changes or modifications, Contractor performance, contract renewals, cancellation, and disputes will be handled by the TFS Contract Administrator. Contractor will coordinate with the TFS Contract Administrator on all issues related to the agreement or contract.

The TFS Contract Administrator will be **Terry Smith**, or his designee.  
Contact information is as follows:

TEXAS A&M FOREST SERVICE  
Purchasing Office  
200 Technology Way Suite 1151  
College Station, TX 77845-3424  
Phone: 979-458-7380  
Fax: 979-458-7386  
Email: [tsmith@tfs.tamu.edu](mailto:tsmith@tfs.tamu.edu)

## 6.8 Project Management

The project will be managed by a TFS Project Manager. The Project Manager will coordinate and schedule all work with the Contractor. The Project Manager will be the point of contact for all project information and direction. The Project Manager will manage timetables, process payment requests for goods and services received, coordinate with Contractor on problems and issues to insure they are resolved quickly, and keep TFS Contract Administrator informed on the status of the project. All goods and services supplied by Contractor for this project must be reviewed and accepted by the Project Manager.

The TFS Project Manager will be Casey Bryan, or his designee. Contact information is as follows:

TEXAS A&M FOREST SERVICE  
200 Technology Way, Suite 1120, College Station, TX 77845.

## **SECTION 7**

### **KEY EVENTS SCHEDULE**

**7.1** Listed below are the important events and dates by which they must occur. TFS reserves the right to change any of these dates/times if determined necessary. Any change in dates/times of events that are to occur prior to and including deadline for vendors to submit responses to proposal will be issued by written addenda.

Friday, February 2nd, 2018 @ 2:00 p.m.

Deadline for questions from vendors.

Monday, February 5th, 2018 @ 2:00 p.m.

Notification of Questions and Answers by means of Addendum.

Wednesday, February 7th, 2018 @ 2:00 p.m.

Deadline for vendors to submit responses to proposal.

Fourth week of February, 2018

Complete review and evaluation process.

Make award.

Second week of March, 2018

Execute contract and issue purchase order.

To Be Decided by Project Manager, 2018

Commencement of Work

**SECTION 8****EXECUTION OF OFFER**RFP-18-002  
Fleet Maintenance and Reporting System Rebid

***Notice:*** This Section (Execution of Offer) ***must*** be completed, signed, dated, and returned with respondent's proposal. ***Failure to do so will result in the rejection of your proposal.***

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. Signing this proposal with a false statement is a breach of contract and shall void the submitted proposal or any resulting contracts, and the Proposer shall be removed from all proposal lists.

By signature hereon affixed, the Proposer hereby certifies that:

**8.1 Proposer Affirmation**

- 1) The Proposer 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 proposal.
- 2) The Proposer is not currently delinquent in the payment of any franchise taxes owed the State of Texas.
- 3) Neither the Proposer or the firm, corporation, partnership, or institution represented by the Proposer 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 proposal made to any competitor or any other person engaged in such line of business.
- 4) Pursuant to Section 2155.004(a) Government Code, the Proposer has not received compensation for participation in the preparation of the specifications for this Proposal.
- 5) Pursuant to Section 231.006 (d) Family Code (re: child support), the Proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified payment and acknowledges that any resulting contract from this proposal may be terminated and payment may be withheld if this certification is inaccurate.
- 6) Pursuant to Section 2155.004(b) Government Code the Proposer certifies that the individual or business entity named in this offer is not ineligible to receive the specified contract and acknowledges that any contract resulting from this RFP may be terminated and/or payment withheld if this certification is inaccurate.
- 7) The Proposer 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, cost, damages, and liabilities arising out of, connected with, or resulting from any acts or omissions of Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of any contract resulting from this Proposal.
- 8) Proposer agrees that any payment due under any contract resulting from this Proposal will be applied towards toward eliminating any debt or delinquency , regardless of when it arises, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

- 9) Proposer agrees to comply with TX Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.
- 10) Proposer understands that acceptance of funds under any contract which may result from this RFP acts as acceptance of the authority of the State Auditors Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Proposer further agrees to cooperate fully with the State Auditors Office or its successor in the conduct of the audit or investigation, including providing all records requested. Proposer will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the awarded Proposer and the requirements to cooperate is included in any subcontract it awards.
- 11) Proposer certifies that they are in compliance with Section 669.003 of the TX Government Code, relating to contracting with executive head of a State agency. If Section 669.003 applies, Proposer will complete the following information in order for the Proposal to be evaluated:

Name of Former Executive\_\_\_\_\_

Name of the State Agency\_\_\_\_\_

Date of Separation from State Agency\_\_\_\_\_

Position with Proposer\_\_\_\_\_

Date of Employment with Proposer\_\_\_\_\_

- 12) Pursuant to Section 231.006 (c), Family Code, Proposal must include names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the Proposal. Proposers that have pre-registered this information on the TBPC Centralized Master Bidders List have satisfied this requirement. **If not pre-registered attach name and social security number for each person** (otherwise this information must be provided prior to contract award)
- 13) Proposer certifies that Proposer is in compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmation Action **and that Proposer has included in their proposal response, a written copy of their Civil Rights “Affirmative Action Compliance Program” or a statement as to why Proposer is not required to have such program.**
- 14) Proposer certifies that Proposer maintains an alcohol- and drug-free workplace **and that Proposer has included in their proposal response, a copy of their Drug-Free Workplace policy.**
- 15) Proposer certifies that Proposer is not currently suspended or debarred and that no principals are suspended or debarred from the Federal Procurement or Nonprocurement Programs per common rule Executive Order’s 12549 and 12689.
- 16) Proposer certifies that Proposer has not used Federal appropriated funds to pay any person or a member of Congress, officer, or employee of Congress or an employee of a member of Congress in connection with obtaining any federal contract and the extension, continuation, renewal, amendment, or modification of any federal contract covered by the Bryd Anti-Lobbying Amendment (31 USC 1352).
- 17) Proposer certifies that Proposer agrees to comply with all standards, orders, and regulations issued pursuant to the Clean Air Act of 1970 (42 USC 7401 et seq.) and The Federal Water Pollution Control Act (33 USC 1251 et seq.).

- 18) Proposer certifies that Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances including , but not limited to the federal laws and regulations referenced in Section 5.27 of the RFP and as otherwise may be applicable to this RFP.
- 19) Proposer acknowledges and agrees that (1) this RFP is a solicitation for proposal and is not a contract or an offer to contract; (2) the submission of a proposal by Proposer in response to this RFP will not create a contract between the Texas A&M Forest Service and Proposer; (3) Texas A&M Forest Service has made no representation or warranty, written or oral, that one or more contracts with Texas A&M Forest Service will be awarded under this RFP; and (4) Proposer shall bear, at its sole risk and responsibility, any cost which arises from Proposer's preparation of a response to this RFP.
- 20) Proposer, if selected by Texas A&M Forest Service, will maintain all insurance as required by this RFP or any contract resulting from this RFP.

**8.2 Signature and Authority to Bind in Contract**

The person signing the proposal shall show title or authority to bind his/her firm in contract. Failure to manually sign proposal will disqualify the proposal. Proposal shall give Payee Identification Number PIN (formerly Vendor ID), full firm name and address of Proposer (enter in spaces provided if not shown). The Payee Identification Number is the taxpayer number assigned by the Comptroller of Public Accounts of Texas. Enter this number in the spaces provided on the Execution of Offer. If this number is not know, enter the FEI or social security number (for sole owner):

**Date:** \_\_\_\_\_

**This proposal consist of pages number (1) through** \_\_\_\_\_

**Federal Employer's Identification no. (FEI)** \_\_\_\_\_

**Sole Owner should enter social security no.** \_\_\_\_\_

**Proposer/Company:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_

**Fax No.:** \_\_\_\_\_

**E-mail** \_\_\_\_\_

**Name (Typed/Printed):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature (Ink):** \_\_\_\_\_

**Check below if preference claimed under Rule TAC 20.38**

- ( ) 1. Supplies, materials or equipment produced in TX/offered by TX bidder\*  
 ( ) 2. Agriculture products produced or grown in Texas  
 ( ) 3. Agriculture products and services offered by Texas bidder\*  
 ( ) 4. U.S.A. produced supplies, materials or equipment  
 ( ) 5. Products of persons with mental or physical disabilities  
 ( ) 6. Products made of a recycled, remanufactured or environmentally sensitive materials including recycled steel

- ( ) 7. Energy efficient products  
 ( ) 8. Rubberized asphalt paving material  
 ( ) 9. Recycled motor oil and lubricants  
 ( ) 10. Products produced at facilities located on formerly contaminated property  
 ( ) 11. Products and services from economically depressed or blighted areas  
 ( ) 12. Vendors that meet or exceed air quality standards

\*By signing this offer, Proposer certifies that if a Texas address is shown as the address of the Proposer, Proposer qualifies as a Texas Bidder as defined in TAC Rule, Title 34, Part 1, Chapter 20, Sub C, 20.32 (68).

**NOTICE: SECTION 8 (EXECUTION OF OFFER) MUST BE COMPLETED, SIGNED, DATED, AND RETURNED WITH RESPONDENT'S PROPOSAL. FAILURE TO DO SO WILL RESULT IN THE REJECTION OF YOUR PROPOSAL.**

## SECTION 9 RESPONDENT'S QUESTIONNAIRE

The respondent recognizes and accepts that in selecting a company/agent the Texas A&M Forest Service will rely, in part, on the answers and information provided in response to this Section. Accordingly, respondent warrants to the best of its knowledge that all responses are true, correct and complete. The Texas A&M Forest Service reserves the right to contact each reference listed by Proposer and shall be free from any liability to respondent for conducting such inquiry.

***Respondent is requested to respond to all questions in the order they are listed.***

1. Legal name of Proposer's Company: \_\_\_\_\_
2. Address of Proposer's office that will provide the requirements of this RFP under a resulting agreement: \_\_\_\_\_
3. Number of years in business: \_\_\_\_\_
4. Type of Operation:  
Individual\_\_\_\_ Partnership\_\_\_\_ Corporation\_\_\_\_ Government\_\_\_\_ Other\_\_\_\_  
  
Number of employees: \_\_\_\_\_ (company wide)  
Number of employees: \_\_\_\_\_ (servicing location)  
  
Annual sales volume: \_\_\_\_\_ (company wide)  
Annual sales volume: \_\_\_\_\_ (servicing location)
5. Provide statement confirming that you will provide a copy of your company's audited financial statements for the past two (2) years, upon request from TFS.
6. Provide statement confirming that you will provide a financial rating of your company (such as Dunn and Bradstreet Analysis) which indicates the financial stability of your company, if requested by TFS.
7. 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.
8. 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 TFS.
9. 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.
10. Provide statement confirming, if selected, Proposer will provide certificate of insurance as stipulated in this RFP.



**ATTACHMENT A**

**Standard Agreement Service Contract**

Contract No. \_\_\_\_\_

## TEXAS A&amp;M FOREST SERVICE

A Member Of

The Texas A&amp;M University System

AGREEMENT

THIS AGREEMENT between the Texas A&M Forest Service and Seller ("Agreement") is made and entered into effective as of \_\_\_\_\_ (the "Effective Date"), by and between the Texas A&M Forest Service (TFS) and \_\_\_\_\_, ("Seller"), Federal Tax Identification Number \_\_\_\_\_.

WITNESSETH, that the Texas A&M Forest Service and Seller hereby agree:

**1. Scope of the Work**

The Seller shall furnish items and perform services as per specifications and requirements in the Contract Documents entitled:

**(RFP-18-002 Fleet Maintenance and Reporting System Rebid)**

**2. Term of Agreement**

The term of this Agreement shall commence on the Effective Date and terminate on \_\_\_\_\_ unless, prior to termination date, Agreement is extended by mutual written consent of both parties, for up to four (4) additional twelve month periods beginning on \_\_\_\_\_ and terminating on \_\_\_\_\_ of each period.

**3. Basis of Award and Authorization of Purchase**

Under this Agreement, the award is made on an "as needed" and "as funded" basis as determined by the Texas A&M Forest Service solely. The Texas A&M Forest Service reserves the right to purchase all or only specific parts of the items and/or services included in RFP-18-002, and Seller's awarded proposal. The Seller shall only provide items and/or services authorized by the issuance of a Texas A&M Forest Service purchase order/s. No guarantee of purchase is made or implied and any purchase under the award and this Agreement is contingent upon availability of sufficient funding.

**4. Agreement Amount**

The Agreement Amount shall be commensurate with items and services authorized by purchase order/s and satisfactorily provided by Seller, and, subject to Agreement Amendments, adjustments, additional services and reimbursable expenses, the Agreement Amount shall not exceed \$\_\_\_\_\_ without prior written approval of the Texas A&M Forest Service.

**5. Partial Payments**

The Texas A&M Forest Service shall make partial payments as stipulated in the RFP-18-002.

**6. Final Payment**

Final payment shall be due upon completion of this Agreement and TFS acceptance of all items and services purchased under this Agreement. Before issuance of final payment, the Seller shall submit evidence, satisfactory to the Texas A&M Forest Service that all payrolls, suppliers, subcontractors and any other indebtedness of Seller connected with this Agreement have been paid in full.

**7. Agreement Terms and Conditions**

- A. This Agreement shall be governed by all terms and conditions and other requirements contained in RFP-18-002.
- B. This Agreement, together with the Contract Documents referenced in Section 8 of this Agreement, constitute the sole agreement of the parties and supersede any and all other oral or written understanding or agreements.
- C. This Agreement may not be amended or modified except as stipulated in RFP-18-002.
- D. This Agreement may not be cancelled or terminated except as stipulated in RFP-18-002. Upon cancellation or termination, Seller shall be entitled to payment of such amount as shall compensate Seller for the goods and services satisfactorily provided and performed from the time of the last payment to the cancellation/termination date, provided Seller shall have delivered to the Texas A&M Forest Service all statements, reports, documents, and other materials as required by the Contract Documents and prepared by Seller prior to cancellation/termination. Notwithstanding any provision in the Agreement to the contrary, the Texas A&M Forest Service shall not be required to pay or reimburse Seller for any goods or services provided or expenses incurred by Seller after the date of the cancellation/termination notice which could have been avoided or mitigated by Seller.
- E. This Agreement is not assignable without the express written consent of both parties, prior to any such assignment.
- F. This Agreement shall be construed and governed by the laws of the State of Texas. Texas law shall govern regardless of any language in any attachment or other document that Seller may provide. Venue for any action between the parties arising from this Agreement shall be maintained in the courts of Brazos County, Texas.
- G. To the extent permitted by the laws and constitution of the State of Texas, seller shall defend, indemnify, and hold harmless the State of Texas, the Texas A&M Forest Service, and all officers, agents, and employees of these entities from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Seller or any agent, employee, subcontractor, or supplier of Seller in the execution or performance of this Agreement.
- H. All notices, consents, approvals, demands, requests, or other communications provided for, required of, or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery, delivered by an express delivery service, or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

TFS  
Texas A&M Forest Service  
Purchasing Office  
200 Technology Way Suite 1151  
College Station, TX, 77845  
Attention: Alan Degelman

Seller

or such other person or address as may be given in writing by either party to the other in accordance to the aforesaid.

- I. (1) The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by Texas A&M Forest Service and the Contractor to attempt to resolve any claim for breach of contract made by the contractor:
  - (a) A contractor's claim for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Texas Government Code. To initiate the process, the contractor shall submit written notice, as required by subchapter B, to Robby DeWitt, Associate Director for Finance and Administration. Said notice shall specifically state the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of Texas A&M Forest Service and the contractor otherwise entitled to notice under the parties' contract. Compliance by the contractor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Texas Government Code.
  - (b) The contested case process provided in Chapter 2260, subchapter C, of the Texas Government Code is the contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by Texas A&M Forest Service if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.
  - (c) Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by Texas A&M Forest Service nor any other conduct of any representative of Texas A&M Forest Service relating to the contract shall be considered a waiver of sovereign immunity to suit.
  - (2) The submission, processing, and resolution of the contractor's claim is governed by the published rules adopted by the Office of the Attorney General of the State of Texas pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found under Title 1, Part 3, Chapter 68 of the Texas Administrative Code.
  - (3) Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the contractor, in whole or in part.
  - (4) The designated individual responsible on behalf of Texas A&M Forest Service for examining any claim or counterclaim and conducting any negotiations related thereto as required under Title 10, Subchapter B, Section 2260.052 of the Texas Government Code shall be Robby Dewitt, Associate Director for Finance and Administration at 979-458-7300.

## 8. The Contract Documents

The following documents, together with this Agreement, form the Contract Documents and they are as fully a part of the Contract Documents as if hereto attached or herein repeated:

- (RFP-18-002) including attachments, and
- (any addenda referenced here), and
- Seller's awarded proposal, and
- Seller's completed HUB Subcontracting Plan (if required), and
- Texas A&M Forest Service award letter (if required), and
- Any Agreement Amendment, Agreement Extension, or purchase order issued for this Agreement.

IN WITNESS WHEREOF, the Texas A&M Forest Service and the Seller have executed and delivered this Agreement to be effective as of the Effective Date.

**TEXAS A&M FOREST SERVICE****SELLER**

By \_\_\_\_\_  
Associate Director For Finance and  
Administration

\_\_\_\_\_  
Company Name

Approval Recommended:

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Purchasing Department Head

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Title