



TEXAS A&M FOREST SERVICE

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

INVITATION FOR BID

IFB NUMBER
IFB-4-017

Food Catering Services

BID MUST BE RECEIVED BEFORE:
2:00 P.M. CENTRAL STANDARD TIME (CST) on June 12, 2014

MAIL, HAND DELIVER, AND /OR
FAX (979-458-7387) BID TO:

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

Show IFB Number, Opening Date, and Time on Return Envelope

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

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

REFER ALL INQUIRIES TO:

James Polasek, C.P.M.
Buyer III
Texas A&M Forest Service
Purchasing Department
Phone: 979-458-7380
E-mail: jpolasek@tfs.tamu.edu

INVITATION FOR BID – RETURN SEALED BIDS TO:

BIDDER MUST SIGN BELOW

FAILURE TO SIGN WILL DISQUALIFY BID
**By signing this quotation, bidder certifies that if a Texas address is shown as the address of the bidder, bidder qualifies as a Texas Bidder as defined in TAC Rule, Title 34, Part 1, Chapter 20, Sub C, 20.32(68).*

TEXAS A&M FOREST SERVICE
PURCHASING DEPARTMENT
200 TECHNOLOGY WAY STE 1151
COLLEGE STATION TX 77845-3424
PHONE 979-458-7380 FAX 979-458-7387

 AUTHORIZED SIGNATURE

BID OPENING: June 12, 2014
@ 2:00 p.m. CST

 PRINT OR TYPE NAME DATE

IMPORTANT NOTICE:
IF BIDDING EACH BID MUST BE PLACED IN A SEPARATE ENVELOPE WITH BID OPENING DATE AND BID NUMBER ANNOTATED IMMEDIATELY BELOW RETURN ADDRESS ON SEALED BID ENVELOPE.

BID NO: IFB-4-017

QUOTE F.O.B. DESTINATION, FREIGHT PREPAID AND ALLOWED UNLESS OTHERWISE STATED WITHIN THE SPECIFICATIONS

 TITLE

 VENDOR ID NUMBER
 (SEE INSTRUCTIONS 1.7 ON LAST PAGE FOR VENDOR ID NUMBER)

 DESTINATION OF GOODS

 COMPANY NAME

Texas A&M Forest Service
Capital Area Interagency Wildfire Academy
Camp Swift
Bastrop, TX 78602

 ADDRESS

BIDDER AGREES TO COMPLY WITH ALL CONDITIONS TO THIS IFB.

 CITY STATE Zip

 PHONE FAX

Item	Description	Quantity	UOM	Unit Price	Ext Price
	<p>When mailing in bids, bid number and bid opening date must be indicated on the lower left corner of the envelope.</p> <p>Faxed bids will be accepted only at the number indicated at the top of this form.</p> <p>Class and Item Code: 961-15</p> <p><u>GENERAL</u></p> <p>Meredith McNeil may be e-mailed at mmcneil@tfs.tamu.edu for clarification of technical specifications only. James Polasek, C.P.M. may be e-mailed at jpolasek@tfs.tamu.edu or telephoned, 979-458-7380 for general questions regarding this Invitation For Bid (IFB).</p> <p>No authority is intended or implied that specifications may be changed or amended except as authorized by written addendum from the Texas A&M Forest Service (TFS) Purchasing Department.</p> <p>Responses to inquires, which directly effect an interpretation or change to this IFB, 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.</p>				

- Check below to claim preference under TAC Rule 20.38
- Supplies, materials or equipment; produced in TX/offered by TX bidder*
 - Agriculture products produced or grown in TX
 - Agriculture products and services offered by TX bidder
 - USA produced supplies, materials or equipment
 - Products of persons with mental or physical disabilities
 - Vendors that meet or exceed air quality standards
 - Goods produced or offered by service-disabled veterans
 - Manufacturer that has recycle program for computer equipment

- Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- Energy efficient products
- Rubberized asphalt paving material
- Recycled motor oil and lubricants
- Products produced at facilities located on formerly contaminated property
- Products and services from economically depressed or blighted areas
- Contractor providing foods of higher nutritional value

Delivery in _____ days Cash Discount _____ % _____ days

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BID NO: IFB-4-017

VENDOR: _____

Item	Description	Quantity	UOM	Unit Price	Ext Price
	<p>NOTICE: THE DEADLINE FOR WRITTEN QUESTIONS IS FRIDAY JUNE 6th at 2:00 P.M. CENTRAL STANDARD TIME (CST).</p> <p>SHOULD AN ADDENDUM BE REQUIRED, IT WILL BE ISSUED BY TUESDAY JUNE 10th at 2:00 P.M. CENTRAL STANDARD TIME (CST).</p> <p>SCOPE</p> <p>A. By means of this Invitation For Bid (IFB), The Texas A&M Forest Service is soliciting bids for a blanket order of catering services for the 2014 Texas Interagency Wildfire and Incident Management Academy, tentatively scheduled for October 17 thru October 30, 2014, and for other events on an “as needed” basis through August 31, 2015. Catering services for other events must conform to the specifications and pricing set forth in this IFB, and be mutually accepted by the vendor and the Texas A&M Forest Service.</p> <p>B. Any quantities listed are estimates for the Academy only and do not constitute a guarantee of purchase. The number of meals per day will vary depending on the number of scheduled classes. Upon award, Academy staff shall provide Contractor with a schedule outlining the required number of meals per day.</p> <p>TERMS AND CONDITIONS</p> <p>A. Upon award of bid, this IFB, awarded vendor’s response, subsequent Purchase Order/s and any renewals will serve as instruments of contract between the awarded vendor and the Texas A&M Forest Service. Any renewals will be executed as per requirements referenced in “<u>CONTRACT PERIOD</u>” section of this IFB.</p> <p>B. A response to this IFB is an offer to contract based on the terms, conditions, and specifications contained herein. Bids do not become contracts until they are accepted through a TFS purchase order. The contract shall be governed, construed, and interpreted under the laws of the State of Texas. The factors listed in Section 51.9335 Texas Education Code shall also be considered in making an award when specified. Any legal actions must be filed in Brazos County, Texas.</p> <p>C. The TFS reserves the right to make an award on the basis of low line item bid, low total of line items, or in any other combination that will serve the best interest of the TFS and to reject any and all bid items at the sole discretion of the TFS. The TFS also reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interest of the TFS. The TFS shall be sole judge of “the best interest of the TFS”.</p> <p>D. This IFB does not commit the TFS to award a contract, issue a purchase order, or pay any cost incurred by a vendor in the preparation of a bid in response to this IFB.</p> <p>E. Upon award of bid, this IFB, awarded vendor’s response, and subsequent Purchase Order/s will serve as instruments of contract</p>				

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Item	Description	Quantity	UOM	Unit Price	Ext Price
	<p>between the awarded vendor and the TFS.</p> <p>F. The TFS reserves the right to cancel this contract at any time, and without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature, or are not otherwise made available, or for any other unforeseen cause that may occur.</p> <p>G. This contract will be done in accordance with all specifications, terms and conditions, and requirements of this IFB. The TFS will decide all questions which may arise as to the interpretation of specifications, quality, quantity, and acceptability of goods furnished or work performed. If the contract is for services, TFS will decide the manner of performance and the rate of progress of work and the acceptable fulfillment of the services on the part of the vendor.</p> <p>H. This contract is subject to any constitutional or statutory limitations upon the TFS as an agency of the State of Texas.</p> <p>I. 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 vendor or vendor's employees while in the performance of any service performed for the TFS is prohibited. Violation of this requirement shall constitute grounds for cancellation of the contract.</p> <p>J. In the performance of the specified work awarded vendor shall comply with all applicable Federal and State laws including, but not limited to laws governing labor, equal employment opportunity, safety, environmental protection, and materials used in the work.</p> <p>K. Unacceptable vendor performance and/or failure of vendor to comply with specifications, terms and conditions or any other requirements stipulated herein will constitute a breach of contract and will result in the contract becoming subject to cancellation by the TFS. Written notice from the TFS to the vendor of such cancellation will result in the contract becoming voided and canceled immediately thereupon, without penalty to the TFS.</p> <p>L. If the vendor defaults on the contract, TFS reserves the right to cancel the contract without notice and either re-solicit or re-award the contract to the next best value bidder originally responding to the IFB. The defaulting vendor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work unless the specifications or scope of work is significantly changed.</p> <p>M. Authorized Relief From Performance (Force Majeure) -- The TFS may grant relief from performance of the contract if the vendor is prevented from compliance and performance by the act of war, order of legal authority, act of God, or other unavoidable causes not attributable to the fault or negligence of the contractor. The burden of proof for the need of such relief shall rest upon the vendor. To obtain release based on Force Majeure, the vendor must file a written request to the TFS.</p> <p>N. Suspension, Debarment, and Terrorism -- Bidder certifies that the bidding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state</p>				

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	<p>or local governmental entity and that bidder is in compliance with the State of Texas Statutes and Rules relating to procurement and that bidder is not listed on the Federal Government's Terrorism Watch List as described in Executive Order 13224. Entities ineligible for federal procurement are listed at https://www.sam.gov/portal/public/SAM/</p> <p>O. Additional Quantities -- The TFS reserves the right to purchase additional quantities of the equipment listed herein. Orders for additional equipment shall be made by TFS Purchase Order and shall be made within six (6) months of award of this bid. Bidders shall hold price firm during this period. Additional quantities ordered shall be subject to the same terms, conditions and pricing of the initial bid response.</p> <p>P. Inter-Agency Agreement -- Successful bidder agrees to extend prices and terms to all entities who have entered or will enter into joint purchasing inter-agency cooperation agreement(s) with the Texas A&M Forest Service.</p> <p>Q. Bid Submittal Prices -- Annual Blanket Purchase Order(s) bid submittal prices shall remain firm for <u>60</u> days from bid opening date to allow adequate time for bid evaluation process.</p> <p>Note: This term/condition <u>supersedes</u> TFS "standard" terms and conditions stated in item #1.6 (last bid page), i.e. cancels out "firm for TFS acceptance for <u>30</u> days from opening date".</p> <p>R. Quality -- The vehicles or equipment furnished under these specifications shall be of quality workmanship and material. The bidder represents that all vehicles or equipment offered under these specifications shall be new, current production model. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, OR DISCONTINUED MODELS ARE NOT ACCEPTABLE.</p> <p>S. Vendor Certification – Vendor hereby certifies that the network hardware or software, <i>as applicable</i>, procured or leased under this contract, has undergone independent certification testing for known and relevant vulnerabilities in accordance with section 2059.060 of the Texas Government Code.</p> <p>T. Renewals -- Any renewals will be under the same requirements, terms and conditions as those of the original agreement documents. Only changes that are permitted within the scope of the originally awarded agreement may be considered in any renewal.</p> <p>U. Escalation Clause – Upon renewal of the agreement only, the monthly rental rate may be increased or decreased by the percentage (not to exceed 5%) of change in the Consumers Price Index for Urban Wage Earners and Clerical Workers (CPI-W, U.S. City Average) published by the United States Department of Labor Statistics. For the first renewal, the baseline index will be the month and year that the initial lease is effective. In subsequent renewal years, the baseline index will be the month and year that the current renewal took effect. The percentage will be calculated by the change in the index from the appropriate baseline to three-months prior to the expiration date.</p>				

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	<p><u>PAYMENT AND PRICE ESCALATION</u></p> <p>Payment will be at the awarded bid price for the duration of the contract, including any renewals, unless the vendor can sufficiently demonstrate to the Texas A&M Forest Service that external factors should result in a payment rate increase not to exceed five (5) percent during each additional twelve (12) month contractual period. Any increase in payment rates shall be directly related to the impact of those external factors on the vendor's cost and must first be approved by the Texas A&M Forest Service.</p> <p><u>CONTRACT PERIOD</u></p> <p>A. The contract will be effective from September 1, 2014 through August 31, 2015 and may be extended by mutual written agreement for up to four (4) additional twelve (12) month contractual periods, each additional renewal period will be consecutive and will begin on September 1st and end August 31st.</p> <p>B. Any renewals will be under the same terms and conditions as the original contract. Only changes that are permitted in the original terms and conditions may be considered in any renewals.</p> <p><u>BASIS OF AWARD</u></p> <p>A. Award Criteria – The evaluation of bid responses will include but is not limited to pricing, delivery, the extent of which the goods or services meet the needs of the Texas A&M Forest Service (TFS) and any other factors the Texas A&M Forest Service deems relevant.</p> <p>The Texas A&M Forest Service must be confident that its needs can be met. The Texas A&M Forest Service will evaluate and make the award to the bid that is determined to be the "best value" to the agency based on the criteria listed below.</p> <p>If bidders submit product or service literature and specifications, the Texas A&M Forest Service reserves the right to decide if items offered are equivalent to those specified. Texas A&M Forest Service's decision of award will be final.</p> <p>By responding to this IFB, bidder agrees to this evaluation and award process and accepts TFS' decision of award.</p> <p>Evaluation Criteria:</p> <ul style="list-style-type: none"> • Pricing • Delivery/production of meals from a facility located within a 100-mile radius of the Texas Interagency Wildfire and Incident Management Academy conducted at Camp Swift, located in Bastrop County, Texas. • Vendor's ability to provide healthy meals and the capacity for producing quality food products and skill in cooking, serving and customer service. • Vendor's previous experience and past relationship with Texas A&M Forest Service • Any factors Texas A&M Forest Service deems relevant <p>B. The Texas A&M Forest Service reserves the right to reject any and all bids, waive any technicalities, and award the bid to best serve the interest of the Texas A&M Forest Service.</p>				

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Item	Description	Quantity	UOM	Unit Price	Ext Price
	<p><u>GENERAL REQUIREMENTS</u></p> <p>The Contractor shall provide tasty, well-balanced, hot meals and sack lunches. <u>Only breakfast and lunch are to be provided.</u> All meals shall be consumed at the onsite dining area except for sack lunches, which will be delivered at a specified time and place.</p> <p>A commercial type kitchen is located adjacent to the dining area and is available for use by the contractor in activities related to serving, staging and final assembly of cooked meals/sack lunches and storage of beverages and salad bar condiments.</p> <p>In addition, successful contractor <i>may</i> utilize the commercial kitchen for food preparation, provided contractor understands and accepts TFS' terms and conditions stated herein as "being responsible for any equipment damage/failure with requirements to return 'kitchen' and 'all equipment therein' in equal or better condition than received."</p> <p>If not utilizing on-site commercial kitchen for food preparation, contractor shall perform all cooking off-site in a safe kitchen environment's facility located within a 100-mile radius of Texas Interagency Wildfire and Incident Management Academy conducted at Camp Swift, located in Bastrop County, Texas using employees knowledgeable and skilled in safe food handling procedures.</p> <p>All food must be served within twenty-four (24) hours of being prepared/cooked.</p> <p>Contractors may elect to consolidate drinks and drink condiments, in a single location (service bar). Contractors may also elect to consolidate desserts in a single location (desert bar) and/or breakfast and lunch condiments in a single location. All self-service bars shall be monitored and maintained.</p> <p>The Contractor shall have at least one (1) employee trained in safe food handling procedures who is assigned to monitor and maintain the salad bar for the duration of the lunch meal period. In addition, the Contractor or an employee engaged in the delivery of the services shall have successful completion of a State Food Manager's course or a related safe food handling course/certification.</p> <p>An adequate number of serving tongs and utensils shall be provided. All hot meals shall be served by the Contractor's personnel with the exception of the salad bar, service bar, condiment bar, and dessert bar accompanying those hot meals.</p> <p>Contractor shall provide all eating utensils, paper plates, napkins, glasses and cups. Academy staff shall be responsible for cleaning of dining area.</p> <p>NOTE: Contractor shall be responsible for all applicable federal, state and local permits and/or certifications. All food, food preparation, and food serving shall be provided in accordance with federal, state, and local guidelines/requirements.</p> <p><u>STANDARD MENU REQUIREMENTS</u></p> <p>Standard menu items and minimum quantities to be available per person are listed below for each type of meal. The food shall meet or exceed the quality and quantity standards cited herein and shall be selected and cooked to minimize health hazards.</p>				

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Item	Description	Quantity	UOM	Unit Price	Ext Price
1	<p><u>ITEM/BID</u></p> <p>Hot Breakfast (6:00AM-8:00AM)</p> <p><u>Eggs</u> – 2 fresh eggs (3 when scrambled) or 6 oz. of liquid eggs <u>Meat</u> – 4 oz. raw weight bacon, ham, beef, pork chop, or sausage <u>Bread, Hot cakes, French toast or Waffles</u> – or equivalent starch equal to three, 1 to 1 1/2 oz., slices of bread <u>Potatoes</u> – 6 oz. or equivalent starch <u>Milk</u> – 1 pint <u>Fruit Juice</u> – prepackaged individual orange or apple juice 6 or 8 oz <u>Fruit</u> – fresh or canned fruit, or chilled fruit juice, 5 1/2 oz. <u>Additional Items</u> – In addition to the items above, the items listed below, individually packaged or in appropriate dispensers or containers, shall be made available for the hot breakfast meals: Butter, or margarine, instant hot cereal, cold cereal, jelly or jam, peanut butter, salsa, salt, pepper, sugar, cream or non-dairy substitute, regular and decaffeinated coffee, tea and hot chocolate. Second helpings at breakfast shall not be considered an additional meal.</p>	2,500	EA	\$ _____	\$ _____
2	<p>Hot Lunch (11:00AM-1:00PM)</p> <p>Contractors may elect to serve an entrée such as lasagna or casseroles. However, these entrées must have a meat side dish that ensures the total minimum meat quantity standard cited below is attained.</p> <p><u>Meat, whole/full muscle, raw weight:</u> Steak – 10 oz. boneless or 14 oz. bone-in Beef – 10 oz. boneless or 12 oz. bone-in Ribs, beef or pork – 10 oz. boneless or 18 oz. bone-in Pork – 10 oz. boneless or 12 oz. bone-in Lamb – 10 oz. boneless or 12 oz. bone-in Poultry – 8 oz. boneless or 16 oz. bone-in Ham – 8 oz. boneless or 10 oz. bone-in Fish – 8 oz.</p> <p>Note: Any meat not specified above must be the equivalent quantity.</p> <p><u>Non-meat Protein Dish</u> – 4 oz. of a non-meat substitute, such as BBQ beans, veggie patty, vegetarian hot dog, Tofu, beans, soybean products, cottage cheese, eggs, or equivalent <u>Vegetables</u> – 4 oz. <u>Potatoes</u> – 6 oz. or equivalent starch <u>Bread</u> – Two 1 to 1 1/2 oz. slices or equivalent starch <u>Milk</u> – 1 pint <u>Dessert</u> – 4 oz.</p> <p><u>Self-service Salad Bar</u> – shall contain as a minimum: five salad toppings, two prepared salads, tossed green salad with three types of leafy vegetables, such as green-purple cabbage, romaine or red leaf lettuce, one fruit or fruit salad, and three types of salad dressing</p>	2,500	EA	\$ _____	\$ _____

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3	<p><u>Additional Items</u> – In addition to the above, the items listed below, individually packaged or in appropriate dispensers or containers, shall be made available. These items shall not be placed in large open containers with ladles, with the exception of the salsa and hot peppers: Butter or margarine, peanut butter, jam or jelly, salsa, hot peppers, mustard, catsup, steak sauce, salt, pepper, sugar, cream or non-dairy substitute, regular and decaffeinated coffee, and cold drinks.</p> <p>Second helpings at the lunch meal will not be considered an additional meal <u>unless</u> a meat helping is served.</p> <p>Sack Lunch</p> <p><u>Meat Sandwich</u> – The meat sandwich shall be wrapped in plastic wrap or plastic bags. The Contractor may separately wrap individual sandwich items within each lunch. However, if meat is individually wrapped, it must be properly vacuum-sealed.</p> <p>The Meat Sandwich shall contain two, 1 to 1 1/2 oz. slices of bread or equivalent. Hoagie or submarine rolls allowed.</p> <p>The Meat Sandwich shall contain a minimum of 3 1/12 oz. sliced whole muscle meat and cheese. No ground meat, such as meatloaf or ground beef patties, is allowed. Vegetarian sandwiches made with non-meat substitutes may include pre-prepared soy products.</p> <p><u>Fruit</u> – The fruit shall be one apple, or one sweet orange, or one banana, or other fresh fruit of comparable size.</p> <p><u>Pre-wrapped Cookies</u> – A minimum of 1.65 oz. of pre-wrapped cookie(s), brownie(s), or granola or similar bar(s) shall be provided</p> <p><u>Fruit Juice</u> – Two individual canned, no glass, 100% pasteurized fruit juices with “pop-top” lids, or non-crushable paper-type containers, 11 oz. total minimum, shall be provided</p> <p><u>Potato Chips</u> - One individual pre-wrapped lunch size pack of potato chips shall be provided</p> <p><u>Condiments</u> – Four individual <u>factory-wrapped</u> packets of condiments appropriate for the entrées being served shall be provided. Condiments shall not be put directly on sandwich.</p> <p><u>Paper Napkin and Moistened Towelette</u> – Two each</p> <p>TERMS AND CONDITIONS: FOLLOWING ITEMS APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF BID ANY EXCEPTIONS THERETO MUST BE IN WRITING</p> <p><u>Notice: Bidders are cautioned to carefully read all parts of this bid invitation and to ensure all requested bidder information is completed.</u></p>	500	EA	\$ _____	\$ _____

**TEXAS A&M FOREST SERVICE
TERMS AND CONDITIONS**

1. BIDDING REQUIREMENTS

- 1.1 Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1.2 Bidders must price per unit shown. Unit prices shall govern in the event of extension errors.
- 1.3 Bids should be submitted on this form. Any alternations to the original format and content of this form will result in the disqualification of the bid. Bids must be time stamped at Texas A&M Forest Service (TFS) on or before the hour and date specified for the bid opening.
- 1.4 Late and/or unsigned bids will not be considered under any circumstances. Person signing bid must have the authority to bind the firm in a contract.
- 1.5 Quote F.O.B. destination, freight prepaid and allowed unless otherwise stated within the specifications.
- 1.6 Bid prices are requested to be firm for TFS acceptance for 30 days from bid opening date. "Discount from list" bids are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned.
- 1.7 Bids should give Payee ID Number, full firm name and address of bidder on the face of this form. Enter in the space provided, if not shown. Additionally, firm name should appear on each continuation page of a bid, on the line provided in the upper left hand corner. The Payee ID Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas.
- 1.8 Bid cannot be altered or amended after opening time. Any alterations made before opening time should be initiated by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by TFS Purchasing Office based on a written acceptable reason.
- 1.9 Purchases made for TFS are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise Tax Exemption Certificate will be furnished by TFS upon request.
- 1.10 TFS reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the TFS.
- 1.11 Consistent and continued tie bidding could cause rejection of bids by TFS and/or investigation for antitrust violations.
- 1.12 The telephone number for FAX submission of bids is (979) 458-7387. This is the only number that will be used for the receipt of bids. TFS shall not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered.

2. SPECIFICATIONS

- 2.1 Catalogs, brand names or manufacture's references are descriptive only, and indicate type and quality desired. Bids on brands of like nature and quality will be considered, unless advertised as a Proprietary Purchase in accordance with TAMU Procurement Code Section 1 (b) and TFS Purchasing Procedures, Section 4.13. If bidding on other than references, bid should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered is requested to be made part of the bid. Failure to take exception to specifications/reference data will require bidder to furnish specified brand names, numbers, etc.
- 2.2 Unless otherwise specified, items shall be new and unused and of current production.
- 2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 2.4 Samples, when requested, must be furnished free of expense to TFS. If not destroyed in examination, they will be returned to the bidder, upon request, at bidder's expense. Each sample should be marked with bidder's name and address, and Purchase Order number. Do not enclose in or attach bid to sample.
- 2.5 TFS will not be bound by any oral statement or representation contrary to the written specifications of this Invitation for Bid (IFB).
- 2.6 Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.

3. TIE BIDS

Awards will be made in accordance with TAC Rule 20.36 (b) (3) and 20.38 (preferences).

4. DELIVERY

- 4.1 Show number of days required to place material in receiving agency's designated location under normal conditions. Delivery days means calendar days, unless otherwise specified. Failure to state delivery time obligates Bidder to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded.
- 4.2 If delay is foreseen, vendor shall give written notice to TFS. Vendor must keep TFS advised at all times of order status. Default of promised delivery (without accepted reasons) or failure to meet specifications authorizes TFS to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.
- 4.3 No substitutions permitted without TFS written approval.
- 4.4 Delivery shall be made during normal working hours only, unless prior approval has been obtained from TFS.
- 4.5 Each shipment must be accompanied by a packing slip which shows the TFS Purchase Order number and the description, quantity shipped and any back-ordered quantity for each item shipped. Each package must be clearly marked with the destination address and TFS Purchase Order number.

5. INSPECTION AND TESTS

All goods will be subject to inspection and test by TFS. Authorized TFS personnel shall have access to any supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at the TFS's option, be returned to the vendor or held for disposition at vendor's expense. Latent defects may result in revocation of acceptance.

6. AWARD OF CONTRACT

A response to this IFB is an offer to contract based upon the terms, conditions and specifications contained herein. Bids do not become contracts until they are accepted through a TFS purchase order. Any contract may also be extended up to three (3) months at the sole discretion of the TFS. The contract shall be governed, construed and interpreted under the laws of the State of Texas, and as same may be amended. Any legal actions must be filed in Brazos County, Texas.

7. PAYMENT

Vendor shall submit one (1) copy of an itemized invoice showing TFS Purchase Order number. TFS will incur no penalty for late payment if made in 30 or fewer days from receipt of goods or services and an uncontested invoice. **TFS will not be liable for payment of invoices received six (6) or more months after receipt of goods/services.**

8. PATENTS OR COPYRIGHTS

Vendor agrees to protect the TFS from claims involving infringement of patents or copyrights.

9. VENDOR ASSIGNMENTS

Vendor hereby assigns to TFS any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967). Inquiries pertaining to bid must give the bid number and opening date.

10. BIDDER AFFIRMATION

Signing this bid with a false statement is a material breach of contract and shall void the submitted bid or any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that:

- 10.1 The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.
- 10.2 The bidder is not currently delinquent in the payment of any franchise tax owed the State of Texas.
- 10.3 Neither the bidder nor the firm, corporation, partnership or institution represented by the bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State, or the Federal Antitrust Laws, (see Section 9 above) nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
- 10.4 Pursuant to Section 2155.004(a) Government Code the bidder has not received compensation for participation in the preparation of the specification for this IFB.
- 10.5 Pursuant to Section 231.006 (d), Family Code, re: child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- 10.6 Pursuant to Section 2155.004(b) Government Code the bidder certifies that the individual or business entity name in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- 10.7 The Contractor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution of performance of this contract.
- 10.8 Bidder agrees that any payment due under this contract will be applied towards 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.
- 10.9 Bidder certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies, bidder will complete the following information in order for the bid to be evaluated:
Name of Former Executive: _____
Name of State Agency: _____
Date of Separation from State Agency: _____
Position with Bidder: _____
Date of Employment with Bidder: _____
- 10.10 Bidder agrees to comply with Government Code 2155.4441, pertaining to service contract use of products in the State of Texas.

10.11 Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

11. BUSINESS OWNERSHIP

Pursuant to Section 231.006 (c), Family Code, bid must include name and Social Security Number of each person with at least 25% ownership of the business entity submitting the bid. Bidders that have pre-registered this information on the TPASS Centralized Master Bidders List have satisfied the requirement. If not pre-registered, attach name & social security number for each person. Otherwise, information must be provided prior to award.

12. NOTE TO BIDDER

Any terms and conditions attached to a bid will not be considered unless the bidder specifically refers to them on the front of this bid form.

WARNING: Such terms and conditions may result in disqualification of the bid (e.g. bids with the laws of a State other than Texas, requirements for prepayment, limitation on remedies, etc.)

13. ALTERNATIVE DISPUTE RESOLUTION

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 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, Texas Gov't 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.

(1) 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.

(2) 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.

(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 Title 10, Subchapter B, Section 2260.052 of the Texas Government Code shall be Robby DeWitt, Associate Director for Finance and Administration (979) 458-7300.

14. PUBLIC DISCLOSURE

Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of Texas Government Code ("Public Information Act"). **Any part of the solicitation response that is of a proprietary nature must be clearly and prominently marked as such by the respondent.**

15. REHAB ACT, VEVRRA, 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.