



TEXAS A&M FOREST SERVICE

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

INVITATION FOR BID

IFB NUMBER
IFB-23- 006

(Fire Shelters)

**BID MUST BE RECEIVED BEFORE:
2:00 P.M. CENTRAL STANDARD TIME (CST) on January 25, 2023**

MAIL, HAND DELIVER, EMAIL, 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:

Charles Cavanaugh
Buyer
Texas A&M Forest Service
Purchasing Department
Phone: 979-458-7383
E-mail:
charles.cavanaugh@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

Page 2 of 11

AUTHORIZED SIGNATURE

PRINT OR TYPE NAME

DATE

TITLE

VENDOR ID NUMBER

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

COMPANY NAME

ADDRESS

CITY

STATE

Zip

PHONE

FAX

E-MAIL

**BID OPENING: January 25, 2023
@ 2:00 p.m. CST**

BID NO: IFB-23- 006

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

DESTINATION OF GOODS

**Texas A&M Forest Service
200 Technology Way
College Station, TX 77845**

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.

BIDDER AGREES TO
COMPLY WITH ALL
CONDITIONS TO THIS IFB.

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: 155-77</p> <hr/> <p>DETERMINATION OF SUBCONTRACTING OPPORTUNITIES</p> <p>The TEXAS A&M FOREST SERVICE has reviewed this IFB in accordance with Texas Government Code 2161.252 and TAC 111.14(a) and has determined that subcontracting opportunities are not probable under this contract. Accordingly, a HUB Subcontracting Plan (HSP) is not required.</p> <p>GENERAL</p> <p>Charles Cavanaugh may be e-mailed at charles.cavanaugh@tfs.tamu.edu or telephoned, 979-458-7383 for 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>				

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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PURCHASING DEPARTMENT
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COLLEGE STATION TX 77845-3424
PHONE 979-458-7380 FAX 979-458-7387

BID OPENING: January 25, 2023 @ 2:00 p.m. CST

BID NO: IFB-23-006

VENDOR: _____

Item	Description	Quantity	UOM	Unit Price	Ext Price
	<p>Responses to inquiries, which directly affect an interpretation or change to this IFB, will be issued in writing by addendum. Only inquiries which are replied to by formal written addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect.</p> <p>NOTICE: THE DEADLINE FOR WRITTEN QUESTIONS IS Friday, January 20th, 2023, at 2:00 P.M. CENTRAL STANDARD TIME (CST).</p> <p>SHOULD AN ADDENDUM BE REQUIRED, IT WILL BE ISSUED BY Monday, January 23rd, 2023, 2:00 P.M. CENTRAL STANDARD TIME (CST).</p> <p>SCOPE By means of this IFB, it is the intention of the TFS to acquire bids for 365 US Forest Service grade fire shelters. specifications 5100-606A, 5100-606B, or 5100-606C. The shelters shall not have a manufactured date prior to 2006 and shall contain a green or yellow label within the polyvinyl bag. Only units matching the specifications exactly will be considered for award. No substitutions are allowed.</p> <p>TERMS AND CONDITIONS</p> <p>A. 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>B. 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>C. 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>D. Upon award of bid, this IFB, awarded vendor's response, and subsequent Purchase Order/s will serve as instruments of contract between the awarded vendor and the TFS.</p> <p>E. 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>F. 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</p>				

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Item	Description	Quantity	UOM	Unit Price	Ext Price
	<p>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>G. This contract is subject to any constitutional or statutory limitations upon the TFS as an agency of the State of Texas.</p> <p>H. 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>I. 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>J. 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>K. 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>L. 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>M. 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 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>N. 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</p>				

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	<p>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>O. 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>P. Bid Submittal Prices -- Annual Blanket Purchase Order(s) bid submittal prices shall remain firm for <u>12</u> months from bid opening date.</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>60</u> days from opening date”.</p> <p>Q. 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>R. Vendor Certification – Vendor hereby certifies that the network hardware or software, <u>as applicable</u>, 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>S. 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>T. Vendor References – <u>If requested</u>, bidder will be required to submit Vendor References for current or past comparable work/service provided in the quality and scope of that specified in this IFB.</p> <p>U. Public Disclosure</p> <p>(a) Bidder acknowledges that Texas A&M Forest Service is obligated to strictly comply with the Public Information Act, Chapter 552, <i>Texas Government Code</i>, 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.</p> <p>(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, <i>Texas Government Code</i>, but only includes information to which Texas A&M Forest Service has a right of access.</p> <p>(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), <i>Texas Government Code</i>.</p>				

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	<p>(d) Bidders/businesses are also required to ensure that their employees who have been designated as <i>Not Eligible for Rehire</i> by a TAMU member are not involved in any work for the TAMU system.</p> <p>X. HUB – Historically Underutilized Businesses</p> <p>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.</p> <p><u>FEDERAL LAWS AND REGULATIONS</u></p> <p>A. Federal Laws and Regulations – By submitting a signed response to this IFB, the vendor certifies that vendor is fully informed about and in full compliance with vendor's obligations under existing applicable laws and regulations including, but not limited to:</p> <p>B. Title VI of the Civil Act of 1964, as amended (42 USC 2000 (D));</p> <p>C. Civil Rights Act of 1991;</p> <p>D. Executive Order 11246, as amended (41 CFR 60-1 and 60-2);</p> <p>E. Vietnam Era Veterans Readjustment Act of 1974, as amended (41CFR 60-250);</p> <p>F. Rehabilitation Act of 1973, as amended (41CFR 60-741);</p> <p>G. Age Discrimination Act of 1975 (42 USC 6101 et seq.);</p> <p>H. Non-segregated Facilities (41CFR 60-1);</p> <p>I. Drug-Free Workplace Act of 1988 (PL 100-690);</p> <p>J. Federal Procurement or Non-procurement Programs (Executive Order 12549 and 12689);</p> <p>K. Bryd Anti-Lobbying Amendment (31 USC 1352);</p> <p>L. Clean Air Act of 1970 (42 USC 7401 et seq.);</p> <p>M. Federal Water Pollution Control Act (33 USC 1251 et seq.);</p> <p>N. Omnibus Reconciliation Provision, Section 952;</p> <p>O. Fair Labor Standards Act of 1938, Sections 6, 7 and 12 as amended;</p> <p>P. Americans with Disabilities Act of 1990 (42 USC 12101 et seq.);</p> <p>Q. Immigrations Reform and Control Act of 1986;</p> <p>R. Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantage Individuals (PL 96-507);</p> <p>S. Federal Occupational Safety and Health Law (PL 91-595) including its regulations in effect or proposed as of the date of the agreement; and</p> <p>T. All other laws and regulations and executive orders as are applicable.</p>				

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	<p>U. 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.</p> <p>V. 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 service 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).</p> <p>Notice to Prospective Subcontractors of Requirement for Certification of Non-segregated Facilities: 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).</p>				

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	<p>Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.</p> <p>W. 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.</p> <p>X. 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.</p> <p>Y. Awarded vendor shall comply with any applicable federal, state, and local laws and regulations in performing its operations under any awarded contract.</p> <p>Z. Signing this IFB with a false statement is a breach of contract and shall void the submitted bid or any resulting award.</p> <p><u>RIGHT TO AUDIT</u></p> <p>At any time during the term of this contract and for a period of four (4) years thereafter the Texas A&M Forest Service, the State of Texas, the Comptroller of the United States, the federal agency awarding a grant to the Texas A&M Forest Service which funds this procurement in whole or in part, 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, awarded vendor's records that are related to this contract. In the event such an audit by one or more of these entities reveals any errors and/or overpayments by Texas A&M Forest Service, awarded vendor shall refund Texas A&M Forest Service the full amount of such overpayments within thirty (30) days of such audit findings, or Texas A&M Forest Service at its option, reserves the right to deduct such amounts owed to Texas A&M Forest Service from any payments due to awarded vendor.</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 TFS and any other factors the TFS deems relevant.</p> <p>The TFS must be confident that the bidder's response will meet needs of the TFS. TFS 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>Evaluation Criteria:</p> <p>Pricing: 60%</p>				

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Item	Description	Quantity	UOM	Unit Price	Ext Price
	<p>Delivery: 40%</p> <p>Vendor's ability, capacity, and skill</p> <p>Any other factors TFS deems relevant</p> <p>B. If bidder submits product or service literature and specifications TFS reserves the right to decide if items offered are equivalent to those specified. TFS alone shall determine "best value" to the agency and TFS' judgment in this regard shall be considered final.</p> <p>C. The TFS reserves the right to reject any and all bids, waive any technicalities.</p> <p>D. By submitting a bid in response to this IFB, bidder agrees to this evaluation and award process and further accepts TFS' judgment and decision of award.</p> <p><u>TECHNICAL SPECIFICATIONS</u></p> <p>Built to US Forest Service specifications 5100-606A, 5100-606B, or 5100-606C. The shelters shall not have a manufactured date prior to 2006 and shall contain a green or yellow label within the polyvinyl bag.</p>				

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Item	Description	Quantity	UOM	Unit Price	Ext Price
	ITEM/BID				
1	Fire Shelters	365	EA	\$ _____	\$ _____
2			EA	\$ _____	\$ _____
3			EA	\$ _____	\$ _____
4			EA	\$ _____	\$ _____
5			EA	\$ _____	\$ _____
6			EA	\$ _____	\$ _____
GRAND TOTAL \$					\$ _____
<p>TERMS AND CONDITIONS: FOLLOWING ITEMS APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF QUOTATION ANY EXCEPTIONS THERETO MUST BE IN WRITING</p> <p><u>ATTACHMENTS</u> Texas A&M Forest Service Terms and Conditions.</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>					

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 bid.
- 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 60 days from opening date. 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. 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 quotation. 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 The telephone number for FAX submission of bid 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 mean 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' option, will 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 AND FORCE MAJURE

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. 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. 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 attributed to the fault or negligence of the contractor. To obtain release on Force Majeure, the vendor must file a written request to the TFS.

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 quotation must give the quotation 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 quotation.
- 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, quotation must include name and Social Security Number of each person with at least 25% ownership of the business entity submitting the quotation. 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. Such terms and conditions may result in disqualification of the bid.

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 this subparagraph (A).

(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 TAC.

(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

(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*.

15. 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.