VENDOR

17707009400

WCD ENTERPRISES LLC

WCD ENTERPRISES LLC

STE 103-452

SCOTTSDALE, AZ

28150 N ALMA SCHOOL PKWY

PURCHASE ORDER

TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT

Order Date 08/22/2022

Page 01

200 Technology Way, Suite 1120, College Station, TX 77845-3424; Phone 979-458-7380, FAX 979-458-7386

Purchase Order (Include this number on all correspondence and packages)

P300096

VENDOR GUARANTEES
MERCHANDISE DELIVERED ON
THIS ORDER WILL MEET OR
EXCEED SPECIFICATIONS IN
THE BID INVITATION.

INVOICE TO:

OON TEXAS A&M
LUFKIN-FR
FOREST RE

ALL TERMS AND CONDITIONS SET FORTH IN OUR BID INVITATION BECOME A PART OF THIS ORDER. TEXAS A&M FOREST SERVICE

LUFKIN-FRP RURAL FIRE DEFENSE FOREST RESOURCE PROTECTION PO BOX 310

LUFKIN TX 75902

SHIP TO:

TEXAS A&M FOREST SERVICE LUFKIN-FRP RURAL FIRE DEFENSE 481 TEXAS FOREST SERVICE LOOP BLDG A456 LUFKIN TX 75904

ANY EXCEPTIONS TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED BY THE TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT PRIOR TO SHIPPING.

85262-8133

PLEASE NOTE: IF YOUR INVOICE IS NOT ADDRESSED AS INSTRUCTED PAYMENT WILL BE DELAYED.

	BY THE TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT PRIOR TO SHIPPING.	P	AYMENT WIL	L BE DELAYED.	
ltem	Description	Quantity	иом	Unit Price	Ext Price
1	USER REF: 000000-TEF CLEANING SERVICE FOR A-456 ONE DAY/WEEK TO INCLUDE: DUSTING OF ALL AREAS, TRASH REMOVAL CLEAN FLOORS, CLEAN/DISINFECT ALL BATHROOMS, CLEAN & DISINFECT KITCHENETTES, AND SPOT CLEAN INTERIOR OF ANY/ALL WINDOWS.	51	WKS	41.650	2,124.15
2	CLEANING SERVICE FOR A-411 ONE DAY/WEEK TO INCLUDE: DUSTING OF ALL AREAS, TRASH REMOVAL CLEAN FLOORS, CLEAN/DISINFECT ALL BATHROOMS, CLEAN & DISINFECT KITCHENETTES, AND SPOT CLEAN INTERIOR OF ANY/ALL WINDOWS.	51	WKS	41.650	2,124.15
3	CLEANING SERVICE FOR A-453 ONE DAY/WEEK TO INCLUDE: DUSTING OF ALL AREAS, TRASH REMOVAL CLEAN FLOORS, CLEAN/DISINFECT ALL BATHROOMS, CLEAN & DISINFECT KITCHENETTES, AND SPOT CLEAN INTERIOR OF ANY/ALL WINDOWS.	51	WKS	41.650	2,124.15
4	CLEANING SERVICE FOR A-468 ONE DAY/WEEK TO INCLUDE: DUSTING OF ALL AREAS, TRASH REMOVAL CLEAN FLOORS, CLEAN/DISINFECT ALL BATHROOMS, CLEAN & DISINFECT KITCHENETTES, AND SPOT CLEAN INTERIOR OF ANY/ALL WINDOWS.	51	WKS	41.650	2,124.15
5	CLEANING SERVICE FOR A-467 ONE DAY/WEEK TO INCLUDE: DUSTING OF ALL AREAS, TRASH REMOVAL CLEAN FLOORS, CLEAN/DISINFECT ALL BATHROOMS, CLEAN & DISINFECT KITCHENETTES, AND SPOT CLEAN INTERIOR OF ANY/ALL WINDOWS.	51	WKS	41.650	2,124.15
6	CLEANING SERVICE FOR HUDSON DISTRICT OFFICE ONE DAY/WEEK TO INCLUDE: DUSTING OF ALL AREAS, TRASH REMOVAL, CLEAN FLOORS, CLEAN/ DISINFECT ALL BATHROOMS, CLEAN & DISINFECT	51	WKS	41.650	2,124.15
RTL					
T 14	M Forest Sarving agaptet appart collect freight chipments				

Texas A&M Forest Service cannot accept collect freight shipments.

FOB: DESTINATION FRT INCLUDED

FAILURE TO DELIVEH - If the vendor tails to doliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the State reserves the right to purchase specified supplies elsewhere, and charge the increase in price and cost of handling, if any, to the vendor. No substitutions nor cancellations permitted without prior approval of Purchasing Department.

IN ACCORDANCE WITH YOUR BID, SUPPLIES/EQUIPMENT MUST BE PLACED IN THE

Щ

DEPARTMENT RECEIVING ROOM BY

THIS ORDER IS NOT WANT UNLESS SIGNED BY THE PURCHASING AGENT

Terms:

PURCHASING AGENT FOR

TEXAS A&M FOREST SERVICE

The State of Texas is exempt from all Federal Excise Taxes.

STATE AND CITY SALES TAX EXEMPTION CERTIFICATE: The undersigned claims an exemption from taxes under Texas Tax Code, Section 151.309 (4), for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

The Terms and Conditions of the State of Texas shall prevail.

VENDOR

17707009400

WCD ENTERPRISES LLC

WCD ENTERPRISES LLC

STE 103-452

28150 N ALMA SCHOOL PKWY

SCOTTSDALE, AZ 85262-8133

PURCHASE ORDER

TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT

Order Date 08/22/2022

Page 02

200 Technology Way, Suite 1120, College Station, TX 77845-3424; Phone 979-458-7380, FAX 979-458-7386

Purchase Order (Include this number on all correspondence and packages)

P300096

VENDOR GUARANTEES
MERCHANDISE DELIVERED ON
THIS ORDER WILL MEET OR
EXCEED SPECIFICATIONS IN
THE BID INVITATION.

ALL TERMS AND CONDITIONS SET FORTH IN OUR BID INVITATION BECOME A PART OF THIS ORDER. INVOICE TO:

TEXAS A&M FOREST SERVICE LUFKIN-FRP RURAL FIRE DEFENSE FOREST RESOURCE PROTECTION PO BOX 310 LUFKIN TX 75902

SHIP TO:

TEXAS A&M FOREST SERVICE LUFKIN-FRP RURAL FIRE DEFENSE 481 TEXAS FOREST SERVICE LOOP BLDG A456 LUFKIN TX 75904

ANY EXCEPTIONS TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED BY THE TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT PRIOR TO SHIPPING.

PLEASE NOTE: IF YOUR INVOICE IS NOT ADDRESSED AS INSTRUCTED PAYMENT WILL BE DELAYED.

	DT THE TEXAS A&M POREST SERVICE PORCHASING DEPARTMENT PHIOR TO SHIPPING.		CHAICIAI AAIT	LL BE DELAYED.	
Item	Description	Quantity	UOM	Unit Price	Ext Price
	KICHENETTES AND SPOT CLEAN INTERIOR WINDOWS				
7	CLEANING SERVICE FOR WAREHOUSE ONE DAY/WEEK TO INCLUDE: DUSTING OF ALL AREAS, TRASH REMOVAL, CLEAN FLOORS, CLEAN/DISINFECT ALL BATHROOMS, CLEAN/DISINFECT KITCHENETTES AND SPOT CLEAN INTERIOR OF ANY/ALL WINDOWS.	51	WKS	41.650	2,124.15
8	CLEANING SERVICE FOR TICC BLDG ONE DAY/WEEK TO INCLUDE: DUSTING OF ALL AREAS, TRASH RE- MOVAL, CLEAN FLOORS, CLEAN/DISINFECT ALL BATHROOMS, CLEAN/DISINFECT KITCHENETTES AND SPOT CLEAN INTERIOR OF ANY/ALL WINDOWS.	51	WKS	41.650	2,124.15
				TOTAL	16,993.20
	**** NET 30 ****				
	NOTE TO VENDOR: "SHIP TO" AND "INVOICE TO" ADDRESSES MAY DIFFER. FAILURE TO SUBMIT INVOICE TO PROPER ADDRESS MAY RESULT IN DELAYED PAYMENT.				
	BY ACCEPTANCE OF THIS PURCHASE ORDER VENDOR AGREES TO ALL TERMS AND CONDITIONS (AS APPLICABLE) LISTED ON ATTACHED "TEXAS A&M FOREST SERVICE PURCHASE ORDERATTACHMENT A".				
	PRICING, TERMS AND CONDITIONS OF IFB-22-009 SHALL APPLY TO THIS PROJECT. WINNING VENDORS PROPOSAL IS ATTACHED.				
	VENDOR QUOTE: IFB-22-009 VENDOR REF: KAITLYN RODRIGUEZ 480-415-3416				
RTL					
	VENDOR QUOTE: IFB-22-009				

Texas A&M Forest Service cannot accept collect freight shipments.

FOB: DESTINATION FRT INCLUDED

FAILURE TO DELIVER - If the vendor tails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the State reserves the right to purchase specified supplies elsewhere, and charge the increase in price and cost of handling, if any, to the vendor. No substitutions nor cancellations permitted without order approval of Purchasing Department.

IN ACCORDANCE WITH YOUR BID, SUPPLIES/EQUIPMENT MUST BE PLACED IN THE DEPARTMENT RECEIVING ROOM BY

Terms:

The State of Texas is exempt from all Federal Excisc Taxes.

STATE AND CITY SALES TAX EXEMPTION CERTIFICATE: The undersigned claims an exemption from taxes under Texas Tax Code, Section 151:309 (4), for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper fisted above, as this property is being secured for the exclusive use of the State of Texas.

The Terms and Conditions of the State of Texas shall prevail.

THIS ORDER IS NOT VALID UNLESS SIGNED BY THE PURCHASING AGENT

PURCHASING AGENT FOR TEXAS A&M FOREST SERVICE

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

Page 2 of 12

PHONE 979-458-7380 FAX 979-458-7387

AUTHORIZED SIGNATURE	
Wes Dryder 08 03 2001 PRINT OR TYPE NAME VICE President TITLE	IMPORT IF BIDDI MUST B SEPARA
17-0700940 VENDOR ID NUMBER (SEE INSTRUCTIONS 1.7 ON LAST PAGE FOR VENDOR ID NUMBER) NCD ENTENPRISES, LLC COMPANY NAME	WITH BIL AND BID ANNOTA BELOW ON SEAL ENVELC
6387 Camp Bowie Blvd. Ste B PM FOX WOXH TX TELL G CITY STATE Zip 480-415-3416, 480-683-0011 PHONE FAX Wes. dryden & Jahoo. Com E-MAIL	BIDDER COMPLY CONDIT
Item Description	

IMPORTANT NOTICE:

BIDDER AGREES TO

CONDITIONS TO THIS IFB.

COMPLY WITH ALL

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 OPENING: August 5, 2022 @ 2:00 p.m. CT

BID NO: IFB-22-009

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

DESTINATION OF GOODS

Texas A&M Forest Service
ATTN Teresa Miller
481 Texas Forest Service Loop (Multiple Buildings/Addresses)
Lufkin, TX 75904

Description Quantity UOM **Unit Price Ext Price** When mailing in bids, bid number and bid opening date must be indicated on the lower left corner of the envelope. Faxed bids will be accepted only at the number indicated at the top of this form. Class and Item Code: 910-39 **GENERAL** Jacob Donellan may be e-mailed at jdonellan@tfs.tamu.edu for clarification of technical specifications only; Travis Lull must be copied on all correspondence. Travis Lull may be e-mailed at travis.lull@tfs.tamu.edu or telephoned, 979-458-7382 for general questions regarding this Invitation For Bid (IFB).

Check below to claim preference under TAC Rule 20 Supplies, materials or equipment; produced in T Agriculture products produced or grown in TX Agriculture products and services offered by TX USA produced supplies, materials or equipment Products of persons with mental or physical dist Vendors that meet or exceed air quality standar Goods produced or offered by service-disabled Manufacturer that has recycle program for comp	TX/offered by TX bidder* (bidder t abilities dds veterans	<u>}</u> %.	10	_ days	sensitive r () Energy eff () Rubberize () Recycled () Products p property () Products a	materials incluficient producted asphalt pavemotor oil and produced at fa	ing material lubricants cilities located on form	nerly contaminated ressed or blighted areas

No authority is intended or implied that specifications may be changed or amended except as authorized by written addendum from the

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

Texas A&M Forest Service (TFS) Purchasing Department.

legal effect.

BID OPENING: August 5, 2022 @ 2:00 p.m. CT

BID NO: IFB-22-009

VENDOR: WCD ENterprises, LLC

	-458-7380 FAX 979-458-7387 VENDOR:	Quantity	UOM	Unit Price	Ext Price
NC Ju	DTICE: THE DEADLINE FOR WRITTEN QUESTIONS IS Friday, ly 29 at 2:00 P.M. CENTRAL TIME (CT).				
SH Mo	HOULD AN ADDENDUM BE REQUIRED, IT WILL BE ISSUED BY onday August 1 at 2:00 P.M. CENTRAL TIME (CT).				2
<u>sc</u>	COPE				
an Te sh	means of this IFB, it is the intention of the TFS to acquire bids for annual blanket order award for cleaning/janitorial services for (8) xas A&M Forest Service buildings located in Lufkin, TX. Vendor all furnish all cleaning equipment and supplies. The duties are to be rried out once per week for each building.				
TE	RMS AND CONDITIONS				
	Vendors are highly recommended to exercise the option of completing an On-Site Inspection (Attachment B) of the job site prior to bidding. By submitting a quotation in response to this IFB, vendor agrees to perform all work under the conditions that exist at the job site irrespective of a completed inspection by vendor.				
B.	Notice of award to successful bidder will be by means of a letter of award. Upon award, the letter of award, this IFB including Attachments, any purchase order(s) issued against the award, and any approved renewals and amendments will serve as instruments of contract between the TFS and the awarded vendor. Other representations or oral statements shall not be binding and shall have no legal cause or effect.				
C.	The contract period for the award of this annual blanket order will be from September 1 st , 2022 through August 31 st , 2023 and may be renewed for up to four (4) additional one (1)-year periods. Any renewal(s) are contingent upon written approval by the TFS and the awarded vendor prior to the expiration date of the contract period preceding any renewal period. 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.				
D.	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.				
E.	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".				

BID OPENING: August 5, 2022 @ 2:00 p.m. CT

BID NO: IFB-22-009

Item		Description	Quantity	MON	Unit Price	Ext Price
	F.	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.				
	G.	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.				
	H.	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.				
,	I.	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.				
	J.	This contract is subject to any constitutional or statutory limitations upon the TFS as an agency of the State of Texas.				
	K.	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.				
	L.	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.				
	M.	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.				
	N.	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 resolicitation and may not be considered in future solicitations for the same type of work unless the specifications or scope of work is significantly changed.				
	Ο.	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.				

BID OPENING: August 5, 2022 @ 2:00 p.m. CT

BID NO: IFB-22-009

Item		Description	Quantity	NON	Unit Price	Ext Price
	P.	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/				
	Q.	Additional Quantities The TFS reserves the right to purchase additional quantities of the items/services listed herein. Orders for additional items/services shall be made by TFS Purchase Order and shall be made within twelve (12) 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.				
	R.	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.				
	S.	Bid Submittal Prices Annual Blanket Purchase Order(s) bid submittal prices shall remain firm for <u>12</u> months from bid opening date.				
		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".				,
	Т.	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.				
	U.	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.				
	V.	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.				
	W.	Escalation Clause – Upon renewal of the agreement only, the contracted rate may be increased or decreased by the percentage 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				

BID OPENING: August 5, 2022 @ 2:00 p.m. CT

BID NO: IFB-22-009

VENDOR: WCD Enterprises, LLC

Item		Description	Quantity	uom '	Unit Price	Ext Price
		expiration date.				
	X.	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.				
	Y.	Public Disclosure				
		(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.			,	
		(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.				
		(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.				
	Z.	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.				
	FEI	DERAL LAWS AND REGULATIONS				
ø		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:				
	*	Title VI of the Civil Act of 1964, as amended (42 USC 2000 (D));				
		C. Civil Rights Act of 1991;				

BID OPENING: August 5, 2022 @ 2:00 p.m. CT

BID NO: IFB-22-009

Item		Description Description	Quantity	UOM	Unit Price	Ext Price
	D.	Executive Order 11246, as amended (41 CFR 60-1 and 60-2);				
		Vietnam Era Veterans Readjustment Act of 1974, as amended (41CFR 60-250);				
	F.	Rehabilitation Act of 1973, as amended (41CFR 60-741);				
	1	Age Discrimination Act of 1975 (42 USC 6101et seg.);				
	H.	Non-segregated Facilities (41CFR 60-1);				.4
	I.	Drug-Free Workplace Act of 1988 (PL 100-690);				
	J.	Federal Procurement or Non-procurement Programs (Executive Order 12549 and 12689);				
	K.	Bryd Anti-Lobbying Amendment (31 USC 1352);				
	L.	Clean Air Act of 1970 (42 USC 7401 et seq.);				
	M.	Federal Water Pollution Control Act (33 USC 1251 et seq.);				
	N.	Omnibus Reconciliation Provision, Section 952;				
	О.	Fair Labor Standards Act of 1938, Sections 6, 7 and 12 as amended;				
	P.	Americans with Disabilities Act of 1990 (42 USC 12101 et seq.);			,	
	Q.	Immigrations Reform and Control Act of 1986;				
	R.	Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantage Individuals (PL 96-507);				
	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				
	T.	All other laws and regulations and executive orders as are applicable.				
	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.				
	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				

BID OPENING: August 5, 2022 @ 2:00 p.m. CT

BID NO: IFB-22-009

VENDOR: WCD Enterprises, LLC

Item	Description		UOM	Unit Dries	Fut Deine
item		Quantity	UOW	Unit Price	Ext Price
	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				
Se Su pr	certifications for specific time periods). otice to Prospective Subcontractors of Requirement for ertification of Non-segregated Facilities: A Certification of Non-egregated Facilities must be submitted prior to the award of a abcontract exceeding \$10,000 which is not exempt from the rovisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or all subcontracts during period (i.e., quarterly, semiannually, or annually).				
No.	ote: The penalty for making false statements in offers is rescribed in 18 U/S.C. 1001.				
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.				
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.				
Υ.	Awarded vendor shall comply with any applicable federal, state, and local laws and regulations in performing its operations under any awarded contract.				u.

BID OPENING: August 5, 2022 @ 2:00 p.m. CT

BID NO: IFB-22-009

	Description	Quantity	UOM	Unit Price	Ext Price
	Z. Signing this IFB with a false statement is a breach of contract and shall void the submitted bid or any resulting award.				
RIC	SHT TO AUDIT				
yea the gra in ent right recond by A& (30)	any time during the term of this contract and for a period of four (4) are thereafter the Texas A&M Forest Service, the State of Texas, Comptroller of the United States, the federal agency awarding a not to the Texas A&M Forest Service which funds this procurement whole or in part, or duly authorized audit representatives of these ities, at their own expense and at reasonable times, reserves the at to have access to, and to incrementally audit, awarded vendor's ords that are related to this contract. In the event such an audit by a or more of these entities reveals any errors and/or overpayments Texas A&M Forest Service, awarded vendor shall refund Texas M Forest Service the full amount of such overpayments within thirty days of such audit findings, or Texas A&M Forest Service at its ion, reserves the right to deduct such amounts owed to Texas A&M est Service from any payments due to awarded vendor.				
INS	SURANCE REQUIREMENTS				
•	The awarded vendor/contractor shall not commence work until all of the insurance specified on <u>Attachment A</u> – Texas A&M Forest Service, Standard Insurance Requirements has been obtained and certificates of such insurance in force have been filed with and accepted by the 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 awarded vendor/Contractor.				
•	Unless otherwise specified, the awarded vendor/contractor shall provide and maintain, until all work included in this IFB is completed and accepted by TFS, the standard insurance coverage as required in <u>Attachment A</u> .	-			
•	Certificates of Insurance must be faxed to: 979-458-7386				
•	Indemnification – Awarded vendor agrees to indemnify and hold harmless the TFS for any and all claims, liabilities, expenses, injuries, or losses for personal injury, property damage, or any other claims and damages of any nature that may arise while carrying out any and all provisions of this agreement.				
•	By submitting a bid in response to this IFB bidder acknowledges and affirms these insurance requirements are understood and bidder will provide such insurance as required herein if awarded a contract resulting from this IFB.				
BA	SIS OF AWARD				
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.				

BID OPENING: August 5, 2022 @ 2:00 p.m. CT

BID NO: IFB-22-009

Description	Quantity	UOM	Unit Price	Ext Price
ITEM/BID				
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.				
 Evaluation Criteria: Pricing The quality, reliability, and availability of the goods and services The extent to which the goods or services meet the agency's needs Delivery Indicators of probable vendor performance under the contract such as past vendor performance, the vendor's financial resources and ability to perform, the vendor's experience and demonstrated capability and responsibility; and Vendor's previous experience and past relationship with TFS Any other factors TFS deems relevant 				
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.				
C. The TFS reserves the right to reject any and all bids, waive any technicalities.				
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.				

Description

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

BID OPENING: August 5, 2022 @ 2:00 p.m. CT

BID NO: IFB-22-009

Item		Description	Quantity	UOM	Unit Price	Ext Price
1	Texas furnish to incluvacuur cleanir window prefer/*Clean	e janitorial services one day per week at each of the (8) A&M Forest Service buildings listed below. Vendor is to all cleaning equipment and supplies. Janitorial services are ide dusting of all areas, cleaning floors (sweep & mop), ning all rugs/carpet, disinfecting all surfaces, emptying trash, ag and disinfecting restrooms, spot cleaning interior of any/all vs, and dusting mini blinds and desks of associates who request.				
	Note: 0	ay-Friday 8 am – 5 pm)* Quantity of 51 weeks rather than 52 due to agency being closed ter Break in late December/early January.				
	a.	Building A-456 located at 481 Texas Forest Service Loop Lufkin, TX 75904 – <u>6 offices plus restrooms and common</u> <u>areas (hallways, kitchenette, copy rooms, etc. – 2536 sq ft)</u>	51 weeks	Per week	<u>\$41.65</u>	s 2124.15
	b.	Building A-411 located at 481 Texas Forest Service Loop Lufkin, TX 75904 – <u>6 offices plus restrooms and common</u> <u>areas (hallways, kitchenette, copy rooms, etc. – 22314 sq ft)</u>	51 weeks	Per week	s <u>41.6</u> 5	s 2124.15
	c.	Building A-453 located at 481 Texas Forest Service Loop Lufkin, TX 75904 – <u>6 offices plus restrooms and common</u> areas (hallways, kitchenette, copy rooms, etc. – 2314 sq ft)	51 weeks	Per week	<u>\$41,6</u> 5	s <u>2124.15</u>
	d.	Building A-468 located at 481 Texas Forest Service Loop Lufkin, TX 75904 - <u>5 offices plus restrooms and common</u> <u>areas (hallways, kitchenette, copy rooms, etc. – 2314 sq ft)</u>	51 weeks	Per week	<u>s41.6</u> 5	s 2124.15
	e.	Building A-467 located at 481 Texas Forest Service Loop Lufkin, TX 75904 - <u>4 offices plus restrooms and common</u> <u>areas (hallways, kitchenette, copy rooms, etc. – 2314 sq ft)</u>	51 weeks	Per week	s <u>41.6</u> 5	s <u>2124.15</u>
	f.	Hudson District Office located at 155 Texas Forest Service Loop Lufkin, TX 75904 - 7 offices plus restrooms and common areas (hallways, kitchen, copy rooms, etc. – 2800 sq ft)	51 weeks	Per week	<u>\$41.65</u>	s 2124.15
	g.	Warehouse Building located at 245 Texas Forest Service Loop Lufkin, TX 75904 – 4 offices plus restrooms and common area (hallways, kitchenette, copy rooms, etc. – 2212 sq ft)	51 weeks	Per week	s <u>41.6</u> 5	s 2124.15
	h.	TICC building located at 1097 Texas Forest Service Loop Lufkin, TX 75904 - 10 offices plus restrooms and common areas (hallways, kitchenette, copy rooms, etc. – 2847 sq ft)	51 weeks	Per week	<u>\$41.6</u> 5	\$ <u>2124.1</u> 5 \$ <u>16,993.</u> 20
		GRAND TOTAL \$				s16,993.20

^{*}Square footage is approximate. Total is approximately 19,651 sq ft.

^{*}There are no bonding requirements for this project.

^{*}Our agency will provide paper goods, trash bags, and hand soap. All additional supplies are to be provided by the vendor.

BID OPENING: August 5, 2022 @ 2:00 p.m. CT

BID NO: IFB-22-009

VENDOR: WCD ENTEMPOSES, LLC

Item

Description

Quantity

JOM

Unit Price

Ext Price

Attention Bidders: This contract agreement is for an annual time period and does not constitute a guarantee of purchase. Any quantities referenced herein are estimates only and do not constitute a guarantee of purchase.

ATTACHMENTS

Attachment A – Standard Insurance Requirements Attachment B – On-Site Inspection Verification

TERMS AND CONDITIONS: FOLLOWING ITEMS APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF QUOTATION ANY EXCEPTIONS THERETO MUST BE IN WRITING

Notice: Bidders are cautioned to carefully read all parts of this bid invitation and to ensure all requested bidder information is completed.

See attached Campattachment a

Bid No.: IFB-22-009

TEXAS A&M FOREST SERVICE STANDARD INSURANCE REQUIREMENTS

TYPE OF COVERAGE

LIMITS OF LIABILITY

1. Employer's Liability:

Bodily Injury by Accident

\$500,000 each accident

Bodily Injury by Disease

\$500,000 each employee

Bodily Injury by Disease

\$500,000 Policy Limit

Comprehensive General:

\$1,000,000 aggregate

Liability

2.

\$1,000,000 products/completed operations

Combined Bodily

\$1,000,000 personal & advertising liability

Injury & Property Damage

\$1,000,000 each occurrence

\$50,000 fire damage

\$5,000 medical expense

3. Comprehensive Automobile Liability

\$1,000,000 combined single limit

4. Owner's Protective Liability Insurance Policy:

The Contractor shall obtain at Contractor' expense an Owner's Protective Liability Insurance Policy naming the State of Texas and its employees as named insured and the Texas A&M Forest Service, named as additional insured, with the following limits:

a. Bodily Injury

\$1,000,000 each occurrence

\$1,000,000 aggregate

- 5. Flood insurance when specified.
- 6. <u>Umbrella coverage when specified.</u>
- 7. Worker's Compensation

Statutory TWCC, Rule 110.110

(A) Definitions:

Certificate of coverage ("certificate") -- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83 TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project -- includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in Section 406.096 of Texas Labor Code)—includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

(B) The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Title 5, for all employees of the Contractor providing services on the project, for the duration of the project.

- (C) The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- (D) If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- (E) The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - (1) A certificate of coverage, prior to the person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) No later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- (F) The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- (G) The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- (H) The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- (I) The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - (1) Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Title 5, for all of its employees providing services on the project, for the duration of the project;
 - (2) Provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - (3) Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) Obtain from each other person with whom it contracts, and provide to the Contractor:
 - (a) A certificate of coverage, prior to the other person beginning work on the project; and
 - (b) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project:
 - (5) Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (6) Notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (7) Contractually require each person with whom it contracts, to perform as required by Paragraphs (1)-(7), with the certificates of coverage to be provided to the person for whom they are providing services.
- By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- (K) The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/16/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	PHONE (623) 322-5955 FAX (A/C, No, Ext): (A/C, No):							
INTEGRA INSURANCE GROUP 59304509		1						
13350 N 94TH DRIVE SUITE B PEORIA AZ 85381	E-MAIL ADD	PRESS:						
FLORIA AZ 00001		INSURER(S) AFFORDING COVERAGE						
	INSURER A	INSURER A: Sentinel Insurance Company Ltd.						
INSURED	INSURER B	INSURER B: Hartford Fire and Its P&C Affiliates						
WES DRYDEN WCD ENTERPRIS	INSURER C	INSURER C:						
28150 N ALMA SCHOOL PKWY S SCOTTSDALE AZ 85262-8133	STE 103-452 INSURER D	INSURER D:						
300113DALL AZ 03202-0133	INSURER E	INSURER E:						
	INSURER F	:						
COVERACES	CERTIFICATE NUMBER.		DEVISION NUMBER.	•				

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.NOTWITHSTANDING ANY REQUIREMENT. TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR		TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS		
LTR			INSR WVD		FOLICT NOMBER	(MM/DD/YYYY)	(MM/DD/Y YYY)			
	CON	IMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$1,000,000	
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000	
	χ Ger	neral Liability						MED EXP (Any one person)	\$10,000	
Α			Х	X	59 SBA PI1952	06/29/2022	06/29/2023	PERSONAL & ADV INJURY	\$1,000,000	
	GEN'L AG	GGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000	
	POLI	CY X PRO-						PRODUCTS - COMP/OP AGG	\$2,000,000	
	отн									
	AUTOMO	BILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	
	ANY AUTO	AUTO						BODILY INJURY (Per person)		
Α	ALL AUT	OWNED SCHEDULED OS AUTOS			59 SBA PI1952	06/29/2022	06/29/2023	BODILY INJURY (Per accident)		
	ППП	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE		
	AUT							(Per accident)		
		OCCUR						EACH OCCURRENCE	#F 000 000	
		SKELLA LIAB						EACH OCCURRENCE	\$5,000,000	
Α	EXC	ESS LIAB CLAIMS- MADE			59 SBA PI1952	06/29/2022	06/29/2023	AGGREGATE	\$5,000,000	
	DED X RETENTION \$ 10,000									
	-	RS COMPENSATION PLOYERS' LIABILITY						X PER OTH- STATUTE ER		
	ANY	Y/N						E.L. EACH ACCIDENT	\$1,000,000	
В	OFFICER	PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?		BER EXCLUDED? N/A X 59 WEC AL4NPT		01/13/2022	01/13/2023	E.L. DISEASE -EA EMPLOYEE	\$1,000,000	
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$1,000,000	
Δ	EMPLO	DYMENT PRACTICES			59 SBA PI1952	06/29/2022	06/29/2023	Each Claim Limit	\$10,000	
_ ^	LIABIL	TY			39 3DA 1 11932	00/23/2022	00/23/2023	Aggregate Limit	\$10,000	
DESC	PIDTION	OF OPERATIONS / LOCATIONS / \	/EUICI E	S (ACO	DD 101 Additional Demarks Co	hodulo may be atta	schod if more enac	o is required)		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Those usual to the Insured's Operations.

111000	acaa. to	ano modrod o	Operations.
CERTI	FICATE	HOLDER	

Purchasing Department 200 TECHNOLOGY WAY STE 1151 **COLLEGE STATION TX 77845**

Texas A&M Forest Service

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CANCELLATION

Sugan S. Castaneda,

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AGENCY CUSTOMER ID:	
LOC#:	



ADDITIONAL REMARKS SCHEDULE

Page _2 _ of _2_

AGENCY		NAMED INSURED
INTEGRA INSURANCE GROUP		WES DRYDEN WCD ENTERPRISES LLC
POLICY NUMBER		28150 N ALMA SCHOOL PKWY STE 103-45
SEE ACORD 25		SCOTTSDALE AZ 85262-8133
CARRIER	NAIC CODE	
SEE ACORD 25		
		EFFECTIVE DATE: SEE ACORD 25
ADDITIONAL REMARKS	1	
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE	TO ACORD FORM	
FORM NUMBER: ACORD 25 FORM TITLE:		TE OF LIABILITY INSURANCE
Subrogation applies in favor of the Certificate	Holder per the E	ability Coverage Form SS0008 attached to this policy. Waiver of Business Liability Coverage Form SS0008, attached to this policy. For per Waiver of our Right to Recover from Others Endorsement

ATTACHMENT B

VERIFICATION OF ON-SITE INSPECTION REQUEST FOR QUOTATION IFB-22-009 (OPTIONAL)

To schedule a visit, contact Teresa Miller at 936-639-8130 or tmiller@tfs.tamu.edu.

By signature hereon, the vendor and Texas A&M Forest Service (TFS) verifies that the vendor has completed an on-site inspection of the job site.

Vendor further verifies that vendor is fully aware of the conditions that exist at the site and, if awarded the quotation, is responsible for providing the specified goods and/or services under these conditions.

	Texas A&M Forest Service
(Vendor)	
(Vendor Representative's Signature)	(TFS Representative's Signature)
(Date)	(Date)

ATTACHMENT A TEXAS A&M FOREST SERVICE PURCHASE ORDER TERMS AND CONDITIONS

REQUIREMENTS OF AWARDED BID

- Vendor must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form. 1.1
- Vendor must have price per unit shown. Unit prices shall govern in the event of extension errors. 1.2
- Awarded bid was submitted to the Texas A&M Forest 1.3 Service (TFS) on or before the hour and date specified for the bid opening.
- 1.4 Late and/or unsigned bids were not considered under any Person signing bid must have the circumstances. authority to bind the firm in a contract.
- Awarded bid quoted F.O.B. destination, freight prepaid and allowed unless otherwise stated within the order. 1.5
- Bid prices are to be firm for TFS acceptance for 60 days from opening date. Cash discounts offered will be taken if 1.6
- Bid cannot be altered or amended after opening time. Any alterations made before opening time should be initialed 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.
- 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 rurnished by TFS upon request.
- TFS reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to 19 best serve the interests of the TFS. Late, illegible, incomplete, or otherwise non-responsive
- 1.10 bids will not be considered.

SPECIFICATIONS

- Vendor shall furnish items as specified by model or catalogue numbers, brand names or manufacture referenced on the purchase order.
- Unless otherwise specified, items shall be new and unused and of current production.
- All electrical items must meet all applicable OSHA 2.3 standards and regulations, and bear the appropriate listing from UL. FMRC or NEMA.
- TFS will not be bound by any oral statement or representation contrary to the written specifications of this purchase order.

 Manufacturer's standard warranty shall apply unless
- 2.5 otherwise stated in the IFB.

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

- Delivery shall be within the quoted 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.
- 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. No substitutions permitted without TFS written approval
- Delivery shall be made during normal working hours only,
- unless prior approval has been obtained from TFS. 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.

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.

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 Majure, the vendor must file a written request to the TFS.

PAYMENT

Vendor shall submit one (1) copy of an itemized invoice referencing 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.

PATENTS OR COPYRIGHTS

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

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.

BIDDER AFFIRMATION

Signing a 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 By signature hereon affixed, the bidder hereby certifies that:

- 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.

 The bidder is not currently delinquent in the payment of
- any franchise tax owed the State of Texas.

 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.
- 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.

 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.

 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.
- The Contractor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and narmless 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
- subcontractor, if supplied of contractor in the execution of performance of this contract.

 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.
- 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.

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 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.

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.

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.

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 excluded 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.

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.

ATTACHMENT A TEXAS A&M FOREST SERVICE PURCHASE ORDER TERMS AND CONDITIONS

- 16. Conflict of Interest.

 Contractor and each person signing on behalf of Contractor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&M System, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.
- 17. Prohibition on Contracts with Companies Boycotting Israel. Prohibition on Contracts with Companies Boycotting Israel. Prohibition on Contracts with Companies Boycotting Israel. To the extent that Texas Government Code, Chapter 2270 applies to this Agreement, PROVIDER certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Agreement. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 18. <u>Certification Regarding Business with Certain Countries and Organizations.</u> Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Contractor certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated if this certification is inaccurate.
- 19. Prohibition on Contracts Related to Persons Involved in Human Trafficking, Under Section 2155.0061, Government Code, the Contractor certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

Bu Travis Lull Bid IFB-22-009

FY: 2023 Dent: Lufkin

BIG		Dept:	Lutkin											Α
	TABULATION SHEET		•	1	2		3		4		5		<u> </u>	
	Company		WCD En	terprises	James Enterprise		Northstar Solutions		US Facility Tec		Vericlean Services		Well Done Services	
1		ddress	6387 Camp	Bowie Blvd	706 N H	ighway 67	3013 Kii	ngsbarns	12555 Wallis	ville Rd A-900			3526 Lakeview Pkwy B-254	
1		, State		TX 76116	Cedar Hil	I, TX 75104	The Colony	, TX 75056	Houston,	TX 77013	San Antoni	io, TX 78216	Rowlett, TX 75088	
1	Terms			5-3416	972-5	23-5911		3-6502	713-24	12-7000	210-36	36-3593	469-9	35-3285
1		FOB												
	Delivery (calendar													
1		ted by	Wes I	Oryden	Darrel	l James	Tony E	Beamon	Forrest Cooper		Abdie	l Vinas	Jen Adams	
1	Minority W/O			10		NO	Bl	/M	BI	_/M	H	I/M	1	NO ON
1	CMBL													
#			Unit Price	Ext.Price	Unit Price	Ext.Price	Unit Price	Ext.Price	Unit Price	Ext.Price	Unit Price	Ext.Price	Unit Price	Ext.Price
1	Building A-456	51	41.65	2,124.15	44.00	2,244,00	63.00	3,213.00	80.00	4,080.00	134.70	6,869.70	203.50	10,378.50
1		\rightarrow			44.00	2,244.00	63.00	3,213.00	80.00	4,080.00	122.91	6,268.41	203.50	10,378.50
_	Building A-411	51	41.65	2,124.15					+		122.91	6,268.41	203.50	
	Building A-453	51	41.65	2,124.15	44.00	2,244.00	63.00	3,213.00	80.00	4,080.00				
4	Building A-468	51	41.65	2,124.15	44.00	2,244.00	63.00	3,213.00	80.00	4,080.00	122.91	6,268.41	203.50	
5	Building A-467	51	41.65	2,124.15	44.00	2,244.00	63.00	3,213.00	80.00	4,080.00	122.91	6,268.41	203.50	10,378.50
6	Hudson District Office	51	41.65	2,124.15	44.00	2,244.00	63.00	3,213.00	80.00	4,080.00	148.73	7,585.23	203.50	10,378.50
7	Warehouse Building	51	41.65	2,124.15	44.00	2,244.00	63.00	3,213.00	80.00	4,080.00	117.50	5,992.50	203.50	
8	TICC Building	51	41.65	2,124.15	44.00	2,244.00	63.00	3,213.00	80.00	4,080.00	151.23	7,712.73	203.50	10,378.50
9		~	0.00	-	0.00	-	0.00	_	0.00	-	0.00		0.00	
23			0.00	-	0.00	-	0.00	-	0.00	-	0.00		0.00	
_	TOTAL			\$ 16,993.20		\$ 17,952.00		\$ 25,704.00		\$ 32,640.00		\$ 53,233.80		\$ 83,028.00

		Reas	on for award:
Staff Award Recommendation			Low Bid Meeting Specs
Stall Award Necommondation			Sole Source
			Best Value
	signature	date	Other
Loorlife that no other hide or responses were received			

	TABULATION SHEET (cont'd pg 2)		7		8		9		10		11		12
	Compar	y On th	ne Go Janitori	I GFE	Buckingham	NO.	ONE	NONE		NONE		NONE	
	Addres		Mill Spring Ct		int Thomas Way								
	City, Sta	e Rose	nberg, TX 7746	9 El Pas	io, TX 79936								
	Term		32-363-3702	915	-262- 9 645								
	FC												
	Delivery (calendar day							<u> </u>					
	Quoted t		hristal Baker	Uelese	Buckingham								
	Minority W/		BL/F		NO								
-	CME												
#	Qty	Unit Pr	rice Ext.Pric	e Unit Price	Ext.Price	Unit Price	Ext.Price_	Unit Price	Ext.Price	Unit Price	Ext.Price	Unit Price	Ext.Price
	Building A-456 5	1 253	3.60 12,933	60 6457.0	329,307.00	0.00	-	0.00		0.00	-	0.00	-
	Building A-411 5	1 23	1.40 11,801	40 5892.0	300,492.00	0.00	-	0.00	-	0.00	-	0.00	_
	Building A-453 5	1 23°	1.40 11,801	40 5892.00	300,492.00	0.00	-	0.00	-	0.00	_	0.00	-
	Building A-468 5	23	1.40 11,801	40 5892.00	300,492.00	0.00		0.00	-	0.00	_	0.00	-
	Building A-467 5	23	1.40 11,801	40 5892.00	300,492.00	0.00	_	0.00	-	0.00		0.00	_
	Hudson District Office 5	280	0.00 14,280	00 7129.00	363,579.00	0.00		0.00	-	0.00		0.00	
	Warehouse Building 5	22	1.20 11,281	20 5632.00	287,232.00	0.00		0.00	-	0.00		0.00	-
8	TICC Building 5	284	1.70 14,519	70 7249.00	369,699.00	0.00	-	0.00	-	0.00		0.00	
9		(0.00	0.00		0.00	-	0.00	-	0.00	_	0.00	
23		(0.00	0.00		0.00	-	0.00		0.00	_	0.00	-
	TOTAL		######	##	#############]	\$ -		\$ -		\$ -	<u> </u>	\$ -