# PURCHASE ORDER

TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT

Order Date 08/22/2024

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)

P500074

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

TEXAS A&M FOREST SERVICE FRP--PLANNING & PREPAREDNESS 200 TECHNOLOGY WAY, SUITE 1162 COLLEGE STATION TX 77845-3424

**VENDOR** 

17426887020 SELRICO SERVICES INC 717 W ASHBY PL SAN ANTONIO, TX 78212-3808 ALL TERMS AND CONDITIONS SET FORTH IN OUR BID INVITATION BECOME A PART OF THIS ORDER.

SHIP TO:

INVOICE TO:

TEXAS A&M FOREST SERVICE FRP--BASTROP BASTROP WILDFIRE ACADEMY BASTROP TX 78602

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.

	BY THE TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT PRIOR TO SHIPPING.	PAYMENT WILL BE DELAYED.				
ltem	Description	Quantity	UOM	Unit Price	Ext Price	
	USER REF: 000000-DM					
1	Hot Breakfast Meals at 2024 Bastrop Wildfire Academy	3,000	EA	10.550	31,650.00	
2	Hot Lunch Meals at 2024 Bastrop Wildfire Academy	2,500	EA	13.370	33,425.00	
3	Sack Lunches for Field Operations at 2024 Bastrop Wildfire Academy	500	EA	10.420	5,210.00	
				TOTAL	70,285.00	
	**** 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.					
:	***********QUANTITIES**********************************					
	********IFB TERMS AND CONDITIONS********** ALL SPECIFICATIONS, PRICES, TERMS AND CONDITIONS AS PER INVITATION FOR BID AS REFERENCED HEREIN. ************************************					
RTL	****CAMP SWIFT @BASTROP, TXKITCHEN USE****					
					1	

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

FOB: NOT SPECIFIED

FAILURE TO DELIVER - If the vendor fails 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 hardling, if any, to the vendor. No substitutions nor cancellations permitted without prior approval of Purchasing Department.

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.

Terms:

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

---/100

THIS ORDER IS NOT VALID ONLESS SIGNED BY THE PURCHASING AGENT

PURCHASING AGENT FOR

**TEXAS A&M FOREST SERVICE** 

**VENDOR** 

17426887020

717 W ASHBY PL

SELRICO SERVICES INC

SAN ANTONIO, TX 78212-3808

# PURCHASE ORDER

TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT

Order Date 08/22/2024

Page 02

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

Purchase Order No. (Include this number on all correspondence and packages)

P500074

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

ORDER.

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

TEXAS A&M FOREST SERVICE FRP--PLANNING & PREPAREDNESS 200 TECHNOLOGY WAY, SUITE 1162 COLLEGE STATION TX 77845-3424

SHIP TO:

TEXAS A&M FOREST SERVICE FRP--BASTROP BASTROP WILDFIRE ACADEMY BASTROP TX 78602

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.

	BY THE TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT PRIOR TO SHIPPING.	PAYMENT WILL BE DELAYED.				
ltem	Description	Quantity	UOM	Unit Price	Ext Price	
	++++++++++++++++++++++++++++++++++++++					
	VENDOR MAY USE THE FULL COMMERCIAL KITCHEN FACILITIES LOCATED AT CAMP SWIFT, BASTROP, TX DURING THE INTERAGENCY WILDFIRE/INCIDENT MANAGEMENT ACADEMY UNDER THE FOLLOWING TERMS AND CONDITIONS:					
	VENDOR SHALL RETURN KITCHEN TO AGENCY WHO WIL THEN RETURN IT TO CAMP SWIFT AFTER COMPLETION OF ACADEMY "IN THE SAME CONDITION AS ISSUED" TO VENDOR, INCLUDING KITCHEN APPLIANCE(S) OPERATIONAL READINESS & FACILITY CLEANLINESS.					
	SHOULD KITCHEN EQUIPMENT BE DAMAGED EITHER THROUGH GROSS NEGLIGENCE OR ACCIDENTAL USE WHILE IN VENDOR'S CARE, THE EQUIPMENT SHALL BE REPAIRED AND/OR REPLACED TO THE SATISFACTION OF CAMP SWIFT (I.E. JAMES MIKE KANEVSKY, MAINTENANCE SUPERVISOR OR HIS DESIGNEE) AT VENDOR'S SOLE EXPENSE.					
	SHOULD KITCHEN EQUIPMENT REQUIRE REPAIRS AND VENDOR FAILS TO PROVIDE AN ACCEPTABLE REMEDY TO CAMP SWIFT, AGENCY WILL WITHHOLD PAYMENT TO VENDOR & REIMBURSE CAMP SWIFT FOR THE REPAIR OF DAMAGES AND/OR COST FOR CLEANLINESS OF KITCHEN TO "ORIGINAL" RECEIVED CONDITION.					
	CATERING SERVICES FOR THE 2024 TEXAS INTERAGENCY WILDFIRE AND INCIDENT MANAGEMENT					
'L						

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

FOB: NOT SPECIFIED

FAILURE TO DELIVER - If the vendor fails 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 prior approval of Purchasino Department.

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

DEPARTMENT RECEIVING ROOM BY

THIS ORDER IS NOT VALID UNITED SIGNED BY THE TURCHASING AGENT

PURCHASING AGENT

Terms:

**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 tanglible personal property described in this numbered order, purchased from confractor 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.

# PURCHASE ORDER

TEXAS A&M FOREST SERVICE

Order Date 08/22/2024

Page 03

PURCHASING DEPARTMENT

200 Technology Way, Suite 1120, College Station, TX 77845-3424; Phone 979-458-7380, FAX 979-458-7386 (Include this number on all **INVOICE TO:** Purchase Order VENDOR GUARANTEES No. correspondence and packages) MERCHANDISE DELIVERED ON TEXAS A&M FOREST SERVICE THIS ORDER WILL MEET OR FRP--PLANNING & PREPAREDNESS P500074 EXCEED SPECIFICATIONS IN 200 TECHNOLOGY WAY, SUITE 1162 COLLEGE STATION TX 77845-3424 THE BID INVITATION. **VENDOR** ALL TERMS AND CONDITIONS SET 17426887020 FORTH IN OUR BID SHIP TO: SELRICO SERVICES INC INVITATION BECOME A PART OF THIS TEXAS A&M FOREST SERVICE 717 W ASHBY PL ORDER FRP -- BASTROP SAN ANTONIO, TX 78212-3808 BASTROP WILDFIRE ACADEMY BASTROP TX 78602

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

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.	. PAYMENT WILL BE DELAYED.			
Item	Description	Quantity	UOM	Unit Price	Ext Price
Item	ACADEMY, OCTOBER 11- OCTOBER 23, 2024. ALSO FOR OTHER EVENTS "AS/IF NEEDED". AWARDED UNDER THE TERMS, CONDITIONS, AND PRICING QUOTED ON IFB-24-032.  VENDOR QUOTE: IFB-24-032 VENDOR REF: JOHN ALEMAN PHONE: 210-737-8220	Quantity	UOM	Unit Price	Ext Price
RTL					

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

FOB: 1

NOT SPECIFIED

FAILURE TO DELIVER - If the vendor fails 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 etsewhere, 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.

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

DEPARTMENT RECEIVING ROOM BY

THIS ORDER IS NOT VALID UNLESS S GNED

HE PURCHASING AGENT

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 snipper 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.



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

# **INVITATION FOR BID**

IFB NUMBER IFB-24-032

# **Food Catering Services**

BID MUST BE RECEIVED BEFORE: 2:00 P.M. CENTRAL TIME (CT) on August 5, 2024

EMAIL BID TO bids@tfs.tamu.edu

MAIL, HAND DELIVER, AND /OR FAX (979-458-7387) BID TO: Texas A&M Forest Service Purchasing Department 200 Technology Way, Suite 1151 College Station, TX 77845-3424

Show IFB Number with Opening Date and Time in email subject line or on envelope

**NOTE:** BID must be time stamped at the <u>Texas A&M Forest Service Purchasing Department</u> 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:**

Travis Lull
Buyer
Texas A&M Forest Service
Purchasing Department
Phone: 979-458-7380

E-mail: travis.lull@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).

AUTHORIZED SIGNATURE

E-MAIL

**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

IF BIDDING EACH BID MUST BE PLACED IN A SEPARATE ENVELOPE

CONDITIONS TO THIS IFB.

WITH BID OPENING DATE AND BID NUMBER

ANNOTATED IMMEDIATELY

**BELOW RETURN ADDRESS** 

Page 2 of 12

John R Aleman		July 30, 2024	IMPORTANT NOTICE:
PRINT OR TYPE NAME		DATE	<b>IF BIDDING</b> EACH BID
President			MUST BE PLACED IN
TITLE			SEPARATE ENVELOP WITH BID OPENING D
Tax ID 74-2688702			AND BID NUMBER ANNOTATED IMMEDIA
VENDOR ID NUMBER (SEE INSTRUCTIONS 1.7 ON LAST	PAGE FOR VENI	DOR ID NUMBER)	BELOW RETURN ADD
Selrico Services, In-	C.		ON SEALED BID ENVELOPE.
COMPANY NAME			
402 W Rhapsody D	rive		BIDDER AGREES TO
ADDRESS			COMPLY WITH ALL
San Antonio	TX	78216	CONDITIONS TO THIS
CITY	STATE	Zip	
(210)737-8220			
PHONE	FAX		

ChristinaA@selricoservices.com

BID OPENING: August 5, 2024 @ 2:00 p.m. CT

BID NO: IFB-24-032

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

**DESTINATION OF GOODS** 

**Texas A&M Forest Service** Capital Area Interagency Wildfire Academy Camp Swift Training Area 2 McDade, TX 78650

Item	Description	Quantity	UOM	Unit Price	Ext Price
	Emailed bids must show bid number and opening date in email subject line.				
	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: 961-15				
	GENERAL				
	Travis Lull may be e-mailed at <a href="mailto:travis.lull@tfs.tamu.edu">travis.lull@tfs.tamu.edu</a> or telephoned, 979-458-7380 for general questions regarding this Invitation For Bid.				
	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.				
	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.				

Check below to claim preference under TAC Rule 20.38				() Products made of recycled, remanufactured, or environmentally
() Supplies, materials or equipment; produced in TX/offered b	/ TX bidder*			sensitive materials including recycled steel
() Agriculture products produced or grown in TX				() Energy efficient products
() Agriculture products and services offered by TX bidder				() Rubberized asphalt paving material
() USA produced supplies, materials or equipment				() Recycled motor oil and lubricants
( ) Products of persons with mental or physical disabilities				( ) Products produced at facilities located on formerly contaminated
() Vendors that meet or exceed air quality standards				property
( ) Goods produced or offered by service-disabled veterans				( ) Products and services from economically depressed or blighted areas
() Manufacturer that has recycle program for computer equipment of the computer equipment equip	nent			() Contractor providing foods of higher nutritional value
Delivery in days	Cash Discount	<u></u> %	days	

BID OPENING: August 5, 2024 @ 2:00 p.m. CT

BID NO: IFB-24-032

Item	Description	Quantity	UOM	Unit Price	Ext Price
	<u>MOTICE</u> : THE DEADLINE FOR WRITTEN QUESTIONS IS WEDNESDAY July 29, 2024 at 2:00 P.M. CENTRAL TIME (CT).				
	SHOULD AN ADDENDUM BE REQUIRED, IT WILL BE ISSUED BY FRIDAY July 31, 2024 2:00 P.M. CENTRAL TIME (CT).				
	SCOPE				
	A. By means of this IFB, it is the intention of the TFS to acquire bids for a blanket order of catering services for the 2024 Texas Capital-Area Interagency Wildfire and Incident Management Academy, scheduled for October 11 thru October 23, 2024, <u>and</u> for other events on an "as needed" basis through August 31, 2025. Catering services for other events must conform to the specifications and pricing set forth in this IFB and be mutually accepted by the vendor and the Texas A&M Forest Service.				
	B. Any quantities listed are estimates for the Academy only and do not constitute a guarantee of purchase. The number of meals per day will vary depending on the number of scheduled classes. Upon award, Academy staff shall provide Contractor with a schedule outlining the required number of meals per day.				
	C. An optional pre-bid TEAMS meeting will be held on July 26, 2024 at 2pm. All interested bidders must contact Travis Lull by email prior to 10am on July 25, 2024, to get the meeting invitation sent to them.				
	TERMS AND CONDITIONS				
	A. Upon award of bid, this IFB, awarded vendor's response, subsequent Purchase Order/s and any renewals will serve as instruments of contract between the awarded vendor and the Texas A&M Forest Service. Any renewals will be executed as per requirements referenced in "CONTRACT PERIOD" section of this IFB.				
	B. A response to this IFB is an offer to contract based on the terms, conditions, and specifications contained herein. Bids do not become contracts until they are accepted through a TFS purchase order. The contract shall be governed, construed, and interpreted under the laws of the State of Texas. The factors listed in Section 51.9335 Texas Education Code shall also be considered in making an award when specified. Any legal actions must be filed in Brazos County, Texas.				
	C. The TFS reserves the right to make an award on the basis of low line item bid, low total of line items, or in any other combination that will serve the best interest of the TFS and to reject any and all bid items at the sole discretion of the TFS. The TFS also reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interest of the TFS. The TFS shall be sole judge of "the best interest of the TFS".				
	D. This IFB does not commit the TFS to award a contract, issue a purchase order, or pay any cost incurred by a vendor in the				

BID OPENING: August 5, 2024 @ 2:00 p.m. CT

BID NO: IFB-24-032

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

BID OPENING: August 5, 2024 @ 2:00 p.m. CT

BID NO: IFB-24-032

Item		Description	Quantity	UOM	Unit Price	Ext Price
		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 <a href="https://www.sam.gov/portal/public/SAM/">https://www.sam.gov/portal/public/SAM/</a>				
	O.	Additional Quantities The TFS reserves the right to purchase additional quantities of the equipment listed herein. Orders for additional equipment shall be made by TFS Purchase Order and shall be made within six (6) months of award of this bid. Bidders shall hold price firm during this period. Additional quantities ordered shall be subject to the same terms, conditions and pricing of the initial bid response.				
	P.	<b>Inter-Agency Agreement</b> 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.				
	Q.	<b>Bid Submittal Prices</b> Annual Blanket Purchase Order(s) bid submittal prices shall remain firm for <u>60</u> days from bid opening date to allow adequate time for bid evaluation process.				
		Note: This term/condition <u>supersedes</u> TFS "standard" terms and conditions stated in item #1.6 (last bid page), i.e. cancels out "firm for TFS acceptance for <u>30</u> days from opening date".				
	R.	<b>Quality</b> 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.				
	S.	<b>Vendor Certification</b> – 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.				
	T.	<b>Renewals</b> 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.				
		Escalation Clause – Upon renewal of the agreement only, pricing may be increased or decreased by the percentage (not to exceed 5%) of change in the Consumers Price Index for Urban Wage Earners and Clerical Workers (CPI-W, U.S. City Average) published by the United States Department of Labor Statistics. For the first renewal, the baseline index will be the month and year that the initial lease is effective. In subsequent renewal years, the baseline index will be the month and year that the current renewal took effect. The percentage will be calculated by the change in the index from the appropriate baseline to three months prior to the expiration date.				
	V.	<b>Vendor References</b> – <i>If requested</i> , bidder will be required to				

BID OPENING: August 5, 2024 @ 2:00 p.m. CT

BID NO: IFB-24-032

em	Description	Quantity	UOM	Unit Price	Ext Price
	submit Vendor References for current or past comparable work/service provided in the quality and scope of that specified in this IFB.				
	W. Bublic Bioclesum				
	<ul><li>W. Public Disclosure</li><li>(a) Bidder acknowledges that Texas A&amp;M Forest Service is</li></ul>				
	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.				
	X. 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.				
	PAYMENT AND PRICE ESCALATION				
	Payment will be at the awarded bid price for the duration of the contract, including any renewals, unless the vendor can sufficiently demonstrate to the Texas A&M Forest Service that external factors should result in a payment rate increase not to exceed five (5) percent during each additional twelve (12) month contractual period. Any increase in payment rates shall be directly related to the impact of those external factors on the vendor's cost and must first be approved by the Texas A&M Forest Service.				
	CONTRACT PERIOD				
	A. The contract will be <b>effective from September 1, 2024 through August 31, 2025</b> and may be extended by mutual written agreement for up to four (4) additional twelve (12) month contractual periods, each additional renewal period will be				

BID OPENING: August 5, 2024 @ 2:00 p.m. CT

BID NO: IFB-24-032

Item	373-	100 1000	FAX 9/9-456-/36/	Description		Quantity	UOM	Unit Price	Ext Price
		consecut	ive and will beg	in on September	1 <sup>st</sup> and end August 31 <sup>st</sup> .				
		original c	ontract. Only		ms and conditions as the permitted in the original in any renewals.				
	BAS	SIS OF A	WARD						
		not limite services	ed to pricing, de meet the needs	elivery, the exter s of the Texas A	ponses will include but is at of which the goods or &M Forest Service (TFS) Forest Service deems				
		can be r make the	net. The Texas award to the b	s A&M Forest S	confident that its needs ervice will evaluate and ned to be the "best value" pelow.				
		the Texas	s A&M Forest S	service reserves to those specif	ature and specifications, he right to decide if items ed. Texas A&M Forest				
				FB, bidder agree pts TFS' decisior	es to this evaluation and of award.				
		•	on Criteria:	F					
		• D w V C N • V fc s	vithin a 125-r Vildfire and Inci Camp Swift Tra IcDade, Texas Icndor's ability or producing querving and cust	nile radius of dent Managemer aining Area 2, lo 78650 in Bastrop to provide health uality food produomer service.	from a facility located the Texas Interagency of Academy conducted at cated at 764 FM 2336, County.  If y meals and the capacity cts and skill in cooking, and past relationship with				
		Т	exas A&M Fore	est Service					
		The Texa	as A&M Forest ids, waive any	Service reserve	ervice deems relevant is the right to reject any and award the bid to best st Service.				
	GEN	NFRAI R	EQUIREMENT	s					
	The sack	Contract k lunches ll be cons	tor shall provid . <u>Only breakfas</u> sumed at the or	– le quality, well-b st and lunch are t	alanced, hot meals and o be provided. All meals except for sack lunches, place.				
	avai <b>sta</b> ç	ilable for <b>ging and</b>	use by the co	ntractor in <b>activi</b>	to the dining area and is ties related to serving, meals/sack lunches and its.				
	for TFS	food pre 3' terms a	<b>paration, prov</b> nd conditions s	<b>ided</b> contractor เ tated herein as "l	e the commercial kitchen understands and accepts being responsible for any to return 'kitchen' and 'all				

BID OPENING: August 5, 2024 @ 2:00 p.m. CT

BID NO: IFB-24-032

Item	Description	Quantity	UOM	Unit Price	Ext Price
	equipment therein' in equal or better condition than received."				
	If <u>not</u> utilizing on-site commercial kitchen for food preparation, contractor shall <b>perform all cooking off-site</b> in a safe kitchen environment's <b>facility located within a 100-mile radius</b> of Texas Interagency Wildfire and Incident Management Academy conducted at Camp Swift, located in Bastrop County, Texas using employees knowledgeable and skilled in safe food handling procedures.				
	All food must be served within twenty-four (24) hours of being prepared/cooked.				
	Contractors may elect to consolidate drinks and drink condiments, in a single location (service bar). Contractors may also elect to consolidate desserts in a single location (desert bar) and/or breakfast and lunch condiments in a single location. All self-service bars shall be monitored and maintained.				
	The Contractor shall have at least one (1) employee trained to the standard of Texas Licensed Food Handler who is assigned to monitor and maintain the salad bar for the duration of the lunch meal period. In addition, the Contractor or an employee engaged in the delivery of the services shall have successful completion of the State Food Manager's course.				
	An adequate number of serving tongs and utensils shall be provided. All hot meals shall be served by the Contractor's personnel with the exception of the salad bar, service bar, condiment bar, and dessert bar accompanying those hot meals.				
	Contractor shall provide all eating utensils, paper plates, napkins, glasses and cups. Academy staff shall be responsible for cleaning of dining area.				
	NOTE: Contractor shall be responsible for all applicable federal, state and local permits and/or certifications. All food, food preparation, and food serving shall be provided in accordance with federal, state, and local guidelines/requirements.				
	An optional pre-bid TEAMS meeting will be held on July 26, 2024 at 2pm. All interested bidders must contact Travis Lull by email ( <a href="mailto:travis.lull@tfs.tamu.edu">travis.lull@tfs.tamu.edu</a> ) prior to 10am on July 25, 2024 to get the meeting invitation sent to them.				
	STANDARD MENU REQUIREMENTS Standard menu items and minimum quantities to be available per person are listed below for each type of meal. The food shall meet or exceed the quality and quantity standards cited herein and shall be selected and cooked to minimize health hazards				

BID OPENING: August 5, 2024 @ 2:00 p.m. CT

BID NO: IFB-24-032

Item	Description	Quantity	UOM	Unit Price	Ext Price
	ITEM/BID				
	TEM/DID				
1	Hot Breakfast (6:00AM-8:00AM)	2,500	EA	<b>\$</b> 10.55	<b>\$</b> 26,375.00
	Eggs – 2 fresh eggs (3 when scrambled) or 6 oz. of liquid eggs				
	Meat – 4 oz. raw weight bacon, ham, beef, pork chop, or sausage				
	Bread, Hot cakes, French toast or Waffles – or equivalent starch equal to three, 1 to 1 1/2 oz., slices of bread				
	Potatoes – 6 oz. or equivalent starch				
	Milk – 1 pint				
	<u>Fruit Juice</u> – prepackaged individual orange or apple juice 6 or 8 oz				
	<u>Fruit</u> – fresh or canned fruit, or chilled fruit juice, 5 1/2 oz.				
	<u>Additional Items</u> – In addition to the items above, the items listed below, individually packaged or in appropriate dispensers or containers, shall be made available for the hot breakfast meals:				
	Butter, or margarine, instant hot cereal, cold cereal, jelly or jam, peanut butter, salsa, salt, pepper, sugar, cream or non-dairy substitute, regular and decaffeinated coffee, tea and hot chocolate.				
	Second helpings at breakfast shall not be considered an additional meal.				
2	Hot Lunch (11:00AM-1:00PM)	2,500	EA	<b>\$</b> 13.37	\$ 33,425.00
	Contractors may elect to serve an entrée such as lasagna or				
	casseroles. However, these entrées must have a meat side dish that ensures the total minimum meat quantity standard cited below is attained.				
	Meat, whole/full muscle, raw weight:				
	Steak – 10 oz. boneless or 14 oz. bone-in				
	Beef – 10 oz. boneless or 12 oz. bone-in				
	Ribs, beef or pork – 10 oz. boneless or 18 oz. bone-in				
	Pork – 10 oz. boneless or 12 oz. bone-in				
	Lamb – 10 oz. boneless or 12 oz. bone-in				
	Poultry – 8 oz. boneless or 16 oz. bone-in				
	Ham – 8 oz. boneless or 10 oz. bone-in				
	Fish – 8 oz.				
	Note: Any meat not specified above must be the equivalent quantity.				
	Non-meat Protein Dish – 4 oz. of a non-meat substitute, such as BBQ beans, veggie patty, vegetarian hot dog, Tofu, beans, soybean-derived products, cottage cheese, eggs, or equivalent				
	Vegetables – 4 oz.				
	Potatoes – 6 oz. or equivalent starch				
	Bread – Two 1 to 1 1/2 oz. slices or equivalent starch				
	Milk – 1 pint				
	Dessert – 4 oz.				
	<u>Self-service Salad Bar</u> – shall contain as a minimum: five salad toppings, two prepared salads, tossed green salad with three types of leafy vegetables, such as green-purple cabbage, romaine or red leaf lettuce, one fruit or fruit salad, and three types of salad dressing.				

BID OPENING: August 5, 2024 @ 2:00 p.m. CT

BID NO: IFB-24-032

Additional Items — In addition to the above, the items listed below, individually packaged or in appropriate dispensers or containers, shall be made available. These items shall not be placed in large open containers with ladles, with the exception of the salsa and hot peppers: Butter or margarine, peanut butter, jam or jelly, salsa, hot peppers, mustard, catsup, steak sauce, salt, pepper, sugar, cream or non-dairy substitute, regular and decaffeinated coffee, and cold drinks.  Second helpings at the lunch meal will not be considered an additional meal unless a meat helping is served.  Sack Lunch  Meat Sandwich — The meat sandwich shall be wrapped in plastic wrap or plastic bags. The Contractor may separately wrap individual sandwich items within each lunch. However, if meat is individually wrapped, it must be properly vacuum-sealed.  The Meat Sandwich shall contain two, 1 to 1 1/2 oz. slices of bread or equivalent. Hoagie or submarine rolls allowed.  The Meat Sandwich shall contain a minimum of 3 1/12 oz. sliced whole muscle meat and cheese. No ground meat, such as meatloaf or ground beef patties, is allowed. Vegetarian sandwiches made with non-meat substitutes may include pre-prepared soy products.  Fruit — The fruit shall be one apple, or one sweet orange, or one banana, or other fresh fruit of comparable size.  Pre-wrapped Cookies — A minimum of 1.65 oz. of pre-wrapped cookie(s), brownie(s), or granola or similar bar(s) shall be provided Fruit Juice — Two individual canned, no glass, 100% pasteurized fruit juices with "pop-top" lids, or non-crushable paper-type containers, 11 oz. total minimum, shall be provided  Chips - Two 1oz or one 2oz (size approximate) manufacturer-packaged, potato, corn, tortilla, or similar chips shall be provided.  Condiments — Four individual factory-wrapped packets of condiments	500	EA	\$ <u>10.42</u>	\$ <u>5,210.00</u>
Meat Sandwich – The meat sandwich shall be wrapped in plastic wrap or plastic bags. The Contractor may separately wrap individual sandwich items within each lunch. However, if meat is individually wrapped, it must be properly vacuum-sealed.  The Meat Sandwich shall contain two, 1 to 1 1/2 oz. slices of bread or equivalent. Hoagie or submarine rolls allowed.  The Meat Sandwich shall contain a minimum of 3 1/12 oz. sliced whole muscle meat and cheese. No ground meat, such as meatloaf or ground beef patties, is allowed. Vegetarian sandwiches made with non-meat substitutes may include pre-prepared soy products.  Fruit – The fruit shall be one apple, or one sweet orange, or one banana, or other fresh fruit of comparable size.  Pre-wrapped Cookies – A minimum of 1.65 oz. of pre-wrapped cookie(s), brownie(s), or granola or similar bar(s) shall be provided Fruit Juice – Two individual canned, no glass, 100% pasteurized fruit juices with "pop-top" lids, or non-crushable paper-type containers, 11 oz. total minimum, shall be provided  Chips - Two 1oz or one 2oz (size approximate) manufacturer-packaged, potato, corn, tortilla, or similar chips shall be provided.  Condiments – Four individual factory-wrapped packets of condiments	500	EA	\$ <u>10.42</u>	\$ <u>5,210.00</u>
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<u>Condiments</u> – Four individual <u>factory-wrapped</u> packets of condiments				
appropriate for the entrées being served shall be provided. Condiments shall not be put directly on sandwich.  Paper Napkin and Moistened Towelette – Two each.				
GRAND TOTAL \$				\$ <u>65,010.00</u>
TERMS AND CONDITIONS: FOLLOWING ITEMS APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF BID 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.				

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

## BIDDING REQUIREMENTS

- 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.
- Bidders must price per unit shown. govern in the event of extension errors. Unit prices shall 1.2
- 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.
- 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.
- Quote F.O.B. destination, freight prepaid and allowed unless otherwise stated within the specifications.
- Bid prices are requested to be firm for TFS acceptance for 60 days from opening date. Cash discounts are not 1.6 considered in determining an award. Cash discounts offered will be taken if earned.
- 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.
- 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
- furnished 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 best serve the interests of the TFS.
- 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

## SPECIFICATIONS

- 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
- Unless otherwise specified, items shall be new and unused and of current production.
- All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- Samples, when requested, must be furnished free of 24 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.
  TFS will not be bound by any oral statement or representation contrary to the written specifications of this Invitation For Bid (IFB).
- Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.

## TIE BIDS

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

## DELIVERY

- 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.
- 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.
- 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.

# 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 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.

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 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:

- nereby 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 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.
- 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 Ex	kecutive:
-------------------	-----------

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 the quotation. Bidders that have pre-registed 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 Travis Zamzow, 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 Travis Zamzow, 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.

# TEXAS A&M FOREST SERVICE TERMS AND CONDITIONS

- 16. Conflict of Interest. By executing this Agreement, 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. 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. Certification Regarding Business with Certain Countries and Organizations. 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.



# **Purchasing Department**

200 Technology Way, Suite 1151 ■ College Station, Texas 77845-3424 Phone (979) 458-7380 Fax (979) 458-7387

# ADDENDUM NO. 1

TO: ALL BIDDERS

FROM: Travis Lull

DATE: July 24, 2024

RE: **Invitation for Bid #IFB-24-032** 

**Food Catering Services** 

The following additions, corrections and/or deletions are made to the above-referenced IFB:

1. By request, we are adding an \*optional\* site visit at the dining facility on July 29, 2024, at 11:00am CT. The Google Maps address is Camp Swift Training Area 2, 764 FM2336, McDade, TX. We will meet there at Gate 5 and bring everyone back together. Anyone planning to be at the optional site visit must RSVP to <a href="mailto:travis.lull@tfs.tamu.edu">travis.lull@tfs.tamu.edu</a> prior to 5pm July 28, 2024 so that we know how many parties to wait for at the gate. There will be no additional admissions once we enter the post as a group.

If you cannot attend the site visit, we will take pictures and post them on the ESBD.

Because of the site visit, the deadline for questions is changed to July 30 at 5pm, and the final Addendum posting deadline is changed from July 31 to August 1 at 2pm.

- 2. Clarification: Because the value of this award over the potential maximum term of five years may exceed \$100,000, a bidder's HUB subcontracting plan is required by state law. Any supplies purchased from a Texas-registered HUB would qualify. If the bidder is a Texas-registered HUB, formally stating that is sufficient. A HUB subcontracting checklist will be added to the documents on the ESBD posting.
- 3. Addition: The IFB document should have included information regarding insurance requirements for the awarded vendor. A document detailing the insurance requirements will be added to the documents on the ESBD posting.
- 4. Addition: The Camp Swift Training Area 2 cantonment area consists of the dining facility, several classroom buildings, some administrative buildings, and several barracks buildings. The staff barracks buildings have private rooms with a shared bathroom, like a college dorm suite, two twin-size beds per room. One full suite (two bedrooms and the

shared bathroom) can be set aside for use by the awarded vendor at no cost. The vendor may use those rooms at no charge or stay in a hotel at their expense. The barracks rooms have traditional military barracks minimum amenities with no guarantees. You will need to bring your own bedding, pillows, towels, and toiletries, and you will be responsible for cleaning your own spaces. The rooms' conditions must be approved by academy staff prior to your departure.

5. Addition: Dining hall staff provided by the agency for our cleaning responsibilities will include non-violent prison trusty labor. If that causes a concern, please do not bid.

The following questions and answers are incorporated into the IFB information:

1. The IFB estimates 2500 meals each for breakfast and lunch, and 500 sack lunches. Are these daily estimates or for the entire 13-day event? If daily, what accounts for the difference in sack lunch numbers?

The 2500/500 meal quantity reflects the maximum number of attendees for the full 13-day period of the academy if every class we schedule reaches maximum capacity. The sack lunches are for classes that have a training component in the field that does not allow them time to return to the dining area. Because many of the attendees stay in hotels in Bastrop or commute from the Austin area, they often eat breakfast on their own, so more lunches are needed than breakfasts. Academy staff will coordinate with the awarded vendor prior to the event to provide more specific quantities. See #12.

2. What percentage of meals should accommodate special dietary requirements (e.g. vegetarian, vegan, gluten-free, kosher, halal)?

Vegetarian options should be available. Academy staff will work with the awarded vendor prior to the event to work out better quantities.

3. Regarding the on-site kitchen facilities, could you provide more details about the available equipment? What specific equipment must the caterer provide?

The facility is a military dining facility (cafeteria) with a commercial kitchen, walk-in freezer, refrigerators, washing stations, and serving line. You can attend the site visit on July 29, or wait for the information provided at the site visit to be published as an addendum for better information.

- 4. Are there any specific staffing requirements or ratios expected for serving the meals? Enough staff to serve students and instructors as they come through the line in an efficient manner, but the mealtime flow is generally casual. Three to five people should be plenty.
- 5. What are the expectations for waste disposal and recycling?

There is a dumpster behind the facility for waste. There is no infrastructure for recycling. The vendor is responsible for grease disposal.

- 6. Is on-site storage available for food and equipment between meal services? Yes, please see #3.
- 7. What is the contingency plan for severe weather conditions?

The dining facility is one of the severe weather shelters for the training area. Operations will continue as planned as utility status allows.

# TEXAS A&M FOREST SERVICE

- 8. Are there any specific insurance requirements for the selected vendor? Yes, please see page 1.
- 9. Is there a preference or requirement for locally sourced ingredients?

  The Texas A&M Forest Service encourages the support of local businesses but does not require local sourcing.
- 10. How will the quality of service be evaluated during the contract period?

  The Food Unit Leader (FDUL) within the academy command structure will be the direct evaluator, incorporating feedback from students and staff. The FDUL will work directly with the vendor to successfully deliver meals at the academy. The FDUL will manage the operations of the dining facility and be the primary liaison with the vendor.
- 11. Is there a formal menu approval process? How far in advance must menus be submitted?

Menu approval will be coordinated with the FDUL, usually about one month prior to the academy.

- 12. What is the policy for last-minute cancellations or changes in attendee numbers? The academy will provide updates to registration numbers one week prior to the start of the academy, with daily coordination during the academy to allow for efficient food preparation. Registration/cancellation is locked one week prior to classes, so numbers are viewed as "hard" at that point.
- 13. Can examples of previously successful menus be provided.

  Yes, we can provide that information. An example menu will be posted as an additional addendum.
- 14. Can a site visit to the kitchen and dining facility be arranged before submitting a bid? Yes, please see page 1.

In addition to submitting a completed IFB, responding bidders must return this signed/dated addendum by either including the addendum with the IFB submittal, or separate acknowledgement using the same response methods (email, mail, hand delivery, or fax). Failure to submit this signed/dated addendum *may* result in disqualification of your bid. It is the responsibility of the bidder to ensure the completed addendum is received in full by the Purchasing Office.

Joh R. Alm	August 2, 2024
Authorized Signature	Date
John R Aleman, President	Selrico Services, Inc.
Printed Name	Company Name



# **Purchasing Department**

200 Technology Way, Suite 1151 ■ College Station, Texas 77845-3424 Phone (979) 458-7380 Fax (979) 458-7387

# ADDENDUM NO. 2, post site visit

TO: ALL BIDDERS

FROM: Travis Lull

DATE: July 31, 2024

RE: Invitation for Bid #IFB-24-032

**Food Catering Services** 

The following questions and answers are incorporated into the IFB information:

1. When can we access the kitchen to start cleaning, receiving supply deliveries, and setting up for the event?

The kitchen will be available two days prior to the start of the event (Wednesday, October 9). You are welcome to do your own cleaning; however, the Food Unit Leader already has plans to use the crew of prison trusty laborers to do a thorough cleaning starting that Monday. He expects that it will already meet or exceed your cleanliness standards when you arrive.

2. There is a lot of loose equipment in the kitchen, will that still be there when we arrive for the event?

No, the extra equipment will be stored in another room during the event.

3. The kitchen is very warm, is it air conditioned?

The kitchen is not air conditioned, but the dining area is. Portable air conditioning units are available from TFS to set up in the kitchen to reduce the heat. The event is in October, so it is not typically brutally hot by that time.

4. Are there any security screenings we will need for our employees prior to the event?

No, the Texas National Guard does not require security screenings or background checks prior to arrival. Texas A&M Forest Service may have someone at the gate to check vehicles for people that don't belong, but that is the extent of security. Keep in mind that it is a military installation, and inappropriate actions or activities such as drug possession or use may result in removal from the property, loss of the contract, and possibly prosecution.

5. How long will we have access to the kitchen and dining area each day?

The Food Unit Leader plans access from approximately 5am to 3pm each day to allow for preparation and serving of two meals each day. Additional access would need to be arranged with him. He will be on site for the full event. The gate to the training area will be closed and locked from 10pm to 6am each day, so be aware that if you stay off site, you will not be able to get on the property until the same time that breakfast service should be starting.

6. Can we swap out employees during the event, or do they have to be here the full two weeks?

You may manage your staffing as you see fit.

7. How big is the walk-in cooler?

The walk-in is 7'x7' (seven feet square). The shelves are two feet wide by three feet long each, two sets of four on each side of the cooler, for a total of 16 shelves. The cooler was set to 40 degrees Fahrenheit when we were there. It is a cooler, not a freezer. There is a commercial freezer in the kitchen right next to the walk-in. Please see the two files of pictures that are posted on the ESBD site.

- 8. Will the kitchen equipment that is marked "inoperative" be repaired prior to the event?

  Not likely. The Camp Swift representative commented that he marked some of the equipment inop back in 2015, and it still hasn't been repaired.
- 9. How do we dispose of grease?

You may put it in a 5-gallon bucket \*with a lid\* or similar closed container and carefully place it in the dumpster. You may also remove it from the site yourself and dispose of it properly. There is no grease containment on site.

10. What does the on-site housing look like?

It is a military barracks room, approximately 15'x15' with two twin beds, two desks, two dressers, a sink, and a small shower and toilet that are shared with the room next door. A clothes washer and dryer are available to everyone in the building. Pictures of the kitchen, dining area, and the barracks are posted in two files on the ESBD site.

11. Are wraps acceptable for the sack lunches as long as they meet the minimum amount of bread?

An appropriately sized whole-wheat-based wrap with contents meeting specifications should be allowable.

# Additional information:

During the TEAMS meeting, it was stated that you will need to provide sturdy disposable plates for food service at each meal. Following the meeting, the academy personnel decided that they will purchase reuseable partitioned food service trays and bowls that will become part of the perpetual cache for the event. You will not need to provide plates. You \*will\* need to provide

# TEXAS A&M FOREST SERVICE

packaged disposable utensils. The utensils need to include a napkin, but they do not need to include salt and pepper packets; TFS will provide salt and pepper shakers in the dining area.

TFS will also be responsible for providing and making coffee. The Food Unit Leader is very specific about how the coffee is made.

In addition to submitting a completed IFB, responding bidders must return this signed/dated addendum by either including the addendum with the IFB submittal, or separate acknowledgement using the same response methods (email, mail, hand delivery, or fax). Failure to submit this signed/dated addendum *may* result in disqualification of your bid. It is the responsibility of the bidder to ensure the completed addendum is received in full by the Purchasing Office.

Joh R. Alm	August 2, 2024		
Authorized Signature	Date		
John R. Aleman, President	Selrico Services, Inc.		
Printed Name	Company Name		