



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

REQUEST FOR PROPOSAL

RFP NUMBER
RFP-26-005

Construction of Office and Shop at
Fredericksburg Texas

PROPOSAL MUST BE RECEIVED BEFORE:
2:00 P.M. CENTRAL STANDARD TIME (CST) on September 24, 2025

EMAIL PROPOSAL TO:
bids@tfs.tamu.edu

**Show RFP Number, Opening Date, and Time in subject line of
email**

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

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

REFER ALL INQUIRIES TO:

Charles Cavanaugh
Buyer
Texas A&M Forest Service
Purchasing Department
Phone: 979-458-7383
Email:
charles.cavanaugh@tfs.tamu.edu

SECTION 1 INTRODUCTION

1.1 DEFINITIONS

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

- Agreement / Contract shall mean the contractual agreement entered into between the Texas A&M Forest Service and the Seller as a result of this RFP. An agreement shall consist of the following documents: TFS purchase order, Owner-Contractor Agreement, this RFP, Attachment A – Drawings, Attachment B - Uniform General Conditions, Attachment C – Special Conditions.
- Business Day shall mean Monday through Friday; excluding holidays
- Calendar Day shall mean each/every day; including weekends, holidays
- HUB shall mean Historically Underutilized Business as certified by the State of Texas
- Proposer / Respondent shall mean the individual, partnership, corporation, or other entity that submits a response to this RFP
- RFP shall mean Request for Proposal
- Seller / Contractor / Vendor shall mean the individual, partnership, corporation, or other entity awarded a contract or agreement for labor or for equipment and supplies under this RFP in accordance with the terms, conditions, and requirements herein
- TFS shall mean Texas A&M Forest Service

1.2 Introduction

Texas A&M Forest Service is a state agency that is responsible for protecting and sustaining the state's forest resources. The agency has been providing services to Texas for over 100 years and has a long-standing reputation for excellence.

1.3 Scope of Proposal

It is the intent of this solicitation to hire a general contractor to construct an office, shop and site improvements at the Texas A&M Forest Service's location at 100 Business Ct., Fredericksburg TX 78624.

1.4 Contract Term

The original contract period for an agreement resulting from this RFP will begin upon the date of final signature of the agreement (Attachment D) and continue until construction completion. Construction timelines will be further defined in the agreement.

SECTION 2 REQUIREMENTS FOR STATEMENT OF WORK

2.1 STATEMENT OF WORK: Contractor shall provide all materials, labor, tools and incidentals to construct buildings and make site improvements as described, and in accordance with:

- Attachment A – Drawings
- Attachment B – Uniform Guidance
- Attachment C – Special Conditions
- Attachment D – Sample Owner/Contractor Agreement

- Attachment E – Payment Bond
- Attachment F – Performance Bond

2.1 Pricing

2.2.1 The Proposer shall complete the Pricing Schedule and submit with response in Excel format.

SECTION 3 PROPOSAL SELECTION AND EVALUATION CRITERIA

3.1 Proposal Selection

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

3.2 Evaluation Information

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

Evaluation Criteria and Weights

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

<u>Criteria</u>	<u>Possible Points</u>
Experience, certifications, qualifications, financial standing, and past performance including experience in similar projects	15
Pricing	50
Past performance with similar TAMUS projects	10
Understanding of project scope, and ability to meet TFS deadlines	15
Quality control and safety	5
References	5
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TOTAL	100

3.3 Proposer's Acceptance

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

SECTION 4 GENERAL INFORMATION

4.1 Submittal Deadline and Location

All proposals must be received by the Texas A&M Forest Service Purchasing Office **no later than 2:00 p.m. Central Standard Time (CST), September 24, 2025**

Proposals are to be submitted to:

EMAIL PROPOSAL TO:

bids@tfs.tamu.edu

**Show RFP Number, Opening Date, and Time in subject line of email
(i.e. RFP-26-005, opening September 24, 2025 @ 2pm)**

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

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

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

September 1, 2025, for Labor Day

4.3 Submittal Instructions

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

4.3.2 One (1) signed complete proposal response is required.

4.4 Special Requirement for Responding Proposers

TFS is seeking to enter into an agreement with a qualified and experienced general contractor for the construction of an office and shop in Fredericksburg, Tx.

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

4.5 Proposal Content and Components

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

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

4.5.3 Proposal text is to be typed single-spaced. All pages shall be legible when printed on 8 ½ inch × 11-inch paper with all pages numbered sequentially and tabbed appropriately to identify each evaluation criteria.

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

- Completed and signed Execution of Offer.
- Copy of proposer's written Civil Rights "Affirmative Action Compliance Program" or a statement as to why the proposer is not required to have such written program.
- Copy of proposer's Drug-Free Workplace policy.
- Completed Respondent's Questionnaire.
- Copies of all addenda that may be issued for the RFP, signed by same authorized proposer representative which signs the Execution of Offer
- An executive overview that should be limited to approximately five (5) pages and that provides a concise overview of the services being offered to meet the requirements of this RFP, the proposer's general approach to providing the services and deliverables, and documentation as to why the proposer is the best qualified.
- A statement of qualifications that includes:
 - a) Introduction—(content at the discretion of the proposer)
 - b) Company background—Must provide proposer's relevant experience (years in business)
 - c) Qualifications—Information provided for professional and support staff and any subcontractors must demonstrate experience and qualifications in their particular work assignment for the project. Information provided for similar assessment work must be substantiated with current references.

- d) Project management—Describe project organization and management methods that are most appropriate to perform the services and provide deliverables as required in this RFP. The description shall include procedures, cost and time schedules, and any other management considerations appropriate to this RFP. Contract and project managers, and key personnel shall be identified. Any subcontractors shall be identified and the intended scope of their work detailed. Office locations for key personnel and any subcontractors shall be identified. The management methods shall address cost or price monitoring and control. Proposers data management and project tracking capabilities shall be described.
- References—Listing of a minimum of three (3) separate and verifiable references for which the proposer has performed or is currently performing comparable work in the quality and scope as that specified in this RFP. The listing must include (for each reference) company name, address, phone number, and contact person; project title, size, term, and performance period; and brief description of the work and deliverables provided.
- Pricing Schedule (Excel format).
- HUB Subcontracting Plan.

4.6 Texas A&M Forest Service Contact

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

Charles Cavanaugh
Buyer
Email: charles.cavanaugh@tfs.tamu.edu
Phone: 979-458-7383
Fax: 979-458-7386

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

4.7 Inquires and Interpretations

Responses to inquiries, which directly effect an interpretation or change to this RFP, 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.

NOTICE: A MANDATORY ONSITE PRE-BID CONFERENCE WILL BE HOSTED BY TEXAS A&M FOREST SERVICE AT 1:30 PM CENTRAL TIME (CT) ON September 10, 2025:

Office Address: 100 Business Ct, Fredericksburg, TX 78624

NOTICE: THE DEADLINE FOR WRITTEN QUESTIONS IS *Wednesday* at 2:00 P.M. CENTRAL STANDARD TIME (CST) September 17, 2025.

4.8 Open Records

Texas A&M Forest Service considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552) after a contract is awarded.

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

4.9 Terms and Conditions

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

SECTION 5 ADDITIONAL TERMS AND CONDITIONS

5.1 General

5.1.1 TFS reserves the right to accept or reject any and all proposals, to waive informalities and technicalities, and to accept the proposal considered the "best value" for TFS. Additionally, all Proposers are hereby notified that TFS shall consider all factors it believes to be relevant in the selection of the "best value" including but not limited to both subjective and objective criteria and the ability of Proposer to perform the requirements of this RFP. TFS' decision is final.

5.1.2 This RFP is a solicitation for proposals and is not a contract or an offer to contract. TFS is not obligated to award a contract and reserves the right, at TFS' exclusive option to: (1) enter into agreements or other contractual arrangements for all or any portion or portions of the requirements and specifications set forth in this RFP with one or more proposers; (2) reject any and all proposals and re-solicit proposals; or (3) reject any and all proposals and temporarily or permanently abandon the procurement, due to lack of funding or if deemed to be in the best interests of TFS.

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

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

5.1.3 Proposals shall be **valid for a minimum of ninety (90) days from the submittal deadline date** to allow time for evaluation, selection, and any unforeseen delays.

5.1.4 The proposer agrees to protect the State of Texas and TFS from claims involving infringement of patents or copyrights.

5.1.5 The proposer hereby assigns to TFS, any and all claims for overcharges associated with any contract resulting from this RFP that arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973) and that arise under the antitrust laws of the State of Texas, Texas Business and Commercial Code Ann. Sec. 15.01, et seq. (1967).

5.1.6 No substitutions or cancellations permitted without written approval of the TFS.

5.1.7 Upon award, delivery shall be effective as stated unless Seller obtains approval from TFS for late delivery. Delivery shall be made during normal working hours only unless TFS approves otherwise. Delivery may be a factor in award.

5.1.8 Proposals and any other information submitted by proposer in response to this RFP shall become the property of TFS.

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

5.2 Alternate Proposal

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

5.3 Time of Performance

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

5.4 Default

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

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

5.5 Warranties

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

- 5.5.1 All goods and services covered by the agreement shall conform to the specifications, drawings, samples or other descriptions set forth in the agreement or otherwise furnished or adopted by TFS, and shall be merchantable fit for the purpose intended, of best quality and workmanship, and free from all defects. TFS shall have the right of inspection and approval, and may, at Seller's expense, reject and return nonconforming goods or require re-performance of services that are not in compliance with the requirements of the agreement. Defects shall not be deemed waived by TFS'

failure to notify Seller upon receipt of goods or completion of services, or by payment of invoice.

- 5.5.2 All goods and services provided under the agreement shall meet or exceed the Safety Standards established and promulgated under the Federal Occupational Safety and Health Administration (Public Law 91-596) and its regulations in effect or proposed as of the date of the agreement.
- 5.5.3 All goods and services delivered pursuant to the agreement shall conform to standards established for such goods or services in accordance with any applicable federal, state, or local laws and regulations, unless otherwise indicated in the agreement.
- 5.5.4 **TECHNOLOGY ACCESS CLAUSE**—The vendor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the vendor represents and warrants to the Texas A&M Forest Service that the technology provided to the Texas A&M Forest Service for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:
1. providing equivalent access for effective use by both visual and non-visual means;
 2. presenting information, including prompts used for interactive communications, in formats intended for non-visual use and;
 3. being integrated into networks for obtaining, receiving, and disseminating information used by individuals who are not blind or visually impaired.

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

5.6 Agreement Amendments

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

5.7 Title, Risk of Loss, and Freight

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

5.8 Acceptance of Goods and Services

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

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

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

5.9 Sales and Use Tax

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

5.10 Invoicing

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

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

5.11 Reporting

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

Seller may be required to have monthly conferences with a Technical Team, if such is appointed by TFS. Seller will provide other reports as may be required or requested.

5.12 Observance of TFS Rules and Regulations

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

5.13 Recall Notice

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

5.14 Non-Disclosure and Sensitive Data

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

5.15 Publicity

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

5.16 Severability

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

5.17 Non-Waiver of Defaults

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

5.18 License and Permits

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

5.19 Non-discrimination

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

Rehab Act, VEVRAA, Section 503:

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

5.20 Federal Laws and Regulations

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

- Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000(D));
- Civil Rights Act of 1991;
- Executive Order 11246, as amended (41 CFR 60-1 and 60-2);
- Vietnam Era Veterans Readjustment Act of 1974, as amended (41 CFR 60-250);

- Rehabilitation Act of 1973, as amended (41 CFR 60-741);
- Age Discrimination Act of 1975 (42 USC 6101 et seq.);
- Non-segregated Facilities (41 CFR 60-1);
- Drug-Free Workplace Act of 1988 (PL 100-690);
- Federal Procurement or Nonprocurement Programs (Executive Order 12549 and 12689);
- Bryd Anti-Lobbying Amendment (31 USC 1352);
- Clean Air Act of 1970 (42 USC 7401 et seq.);
- Federal Water Pollution Control Act (33 USC 1251 et seq.);
- Omnibus Reconciliation Provision, Section 952;
- Fair Labor Standards Act of 1938, Sections 6, 7, and 12, as amended;
- Americans with Disabilities Act of 1990 (42 USC 12101 et seq.);
- Immigration Reform and Control Act of 1986;
- Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals (PL 96-507);
- Federal Occupational Safety and Health Law (PL 91-596) including its regulations in effect or proposed as of the date of the agreement; and
- OSHA Statement – Vendor represents and warrants that all articles and services covered by this document meet or exceed the safety standards established and promulgated under Federal Occupational Safety and Health Law (Public Law 91:596) and its regulations in effect or proposed as of the date of this document.
- Certification of Non-segregated Facilities of Equal Employment Opportunities Compliance – If this transaction exceeds \$10,000 or if the seller anticipates or has a history of exceeding \$10,000 in sales to the Texas A&M Forest Service within any continuous twelve (12) month period, the acceptance of this document will signify their compliance with the provisions of Section 202 of Executive Order no. 11246 pertaining to Equal Employment Opportunities effective September 24, 1965 and its amendment Executive Order no. 11375 effective October 13, 1967 insofar as Section 202 is affected by changing the word “creed” to “religion” and by adding the word “sex”. The signing will also service as written affirmation of the following Certification of Non-segregated Facilities. By the acceptance of this document, the bidder, offeror, applicant or subcontractor certifies that they do not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not permit their employees to perform their services at any location under their control, where segregated facilities are maintained. They certify further that they will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they will not permit their employees to perform services at any location under their control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification the term “segregated facilities” means any waiting room, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or otherwise. They further agree that (except where they have obtained identical certifications from proposed subcontractors for specific time periods) they will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, that they will retain such certifications in their files and that they will

forward the following notice to such subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).

- A Certification of Non-segregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

- Affirmative Action Compliance – In addition to the above certification, if this transaction exceeds \$50,000 the seller must have included as part of the bid a copy of their written Civil Rights “Affirmative Action Compliance Program”. If the bidder is not required to have such a written program, they must have so stated on the bid form indicating the reason it is not required. Paragraph 60.741.4 of Title 41 of Part 60-741 Affirmative Action Obligations of Contracts and Subcontracts for Handicapped Workers is incorporated by reference for all contracts of \$3,500 or greater.
- This contract for goods and/or services incorporates by reference the equal employment opportunity clause provisions of Executive Order no. 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; and the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended; and all regulations and relevant orders of the U.S. Secretary of Labor. Awarded vendor shall comply with any applicable federal, state, and local laws and regulations in performing its operations under any awarded contract. Signing this RFP with a false statement is a breach of contract and shall void this submittal.

5.21 Alcohol and Drug Free Workplace

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

SECTION 6 CONTRACTUAL REQUIREMENTS

6.1 HUB – Historically Underutilized Businesses

In accordance with Texas Government Code, Chapter 2161, Subchapter F, the Texas A&M Forest Service has determined that subcontracting opportunities are probable for this RFP and the proposer shall be required to make a good faith effort to award subcontracting opportunities to historically underutilized businesses (HUBs).

Proposers shall read and complete the attached HUB Subcontracting Plan (HSP) and submit with their proposal. Any proposal that does not include the required HSP forms and the required written documentation will be considered non-responsive and rejected due to the proposer’s material failure to comply with the advertised specifications. Forms must be completed and returned with the proposal. The eligibility of the proposer’s proposal is determined by the approval of their HSP. If you have any questions regarding the HSP requirements please contact Terry Smith, HUB Coordinator @ 979-458-7381.

6.2 Other Benefits

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

6.3 Contract Administration

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

6.4 Project Management

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

SECTION 7 KEY EVENTS SCHEDULE

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

September 10, 2025 @ 1:30 p.m.

Mandatory onsite pre-bid meeting at Fredericksburg Office.

September 17, 2025 @ 2:00 p.m.

Deadline for questions from vendors.

September 19, 2025 @ 2:00 p.m.

Response to questions by means of Addendum.

September 24, 2025 @ 2:00 p.m.

Deadline for vendors to submit proposals.

Mid October, 2025

Complete review and evaluation process.

Make award.

November, 2025

Issue purchase order.

SECTION 8

EXECUTION OF OFFER

RFP-26-005

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

In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services at the prices quoted. Signing this proposal with a false statement is a breach of contract and shall void the submitted proposal or any resulting contracts, and the Proposer shall be removed from all proposal lists.

By signature hereon affixed, the Proposer hereby certifies that:

8.1 Proposer Affirmation

- 1) The Proposer has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal.
- 2) The Proposer is not currently delinquent in the payment of any franchise taxes owed the State of Texas.
- 3) Neither the Proposer or the firm, corporation, partnership, or institution represented by the Proposer or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal Antitrust Laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
- 4) Pursuant to Section 2155.004(a) Government Code, the Proposer has not received compensation for participation in the preparation of the specifications for this Proposal.
- 5) Pursuant to Section 231.006 (d) Family Code (re: child support), the Proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified payment and acknowledges that any resulting contract from this proposal may be terminated and payment may be withheld if this certification is inaccurate.
- 6) Pursuant to Section 2155.004(b) Government Code the Proposer certifies that the individual or business entity named in this offer is not ineligible to receive the specified contract and acknowledges that any contract resulting from this RFP may be terminated and/or payment withheld if this certification is inaccurate.
- 7) The Proposer shall defend, indemnify, and hold harmless the State of Texas and the Texas A&M Forest Service, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, cost, damages, and liabilities arising out of, connected with, or resulting from any acts or omissions of Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of any contract resulting from this Proposal.
- 8) Proposer agrees that any payment due under any contract resulting from this Proposal will be applied towards toward eliminating any debt or delinquency , regardless of when it arises, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
- 9) Proposer agrees to comply with TX Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.

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

Name of Former Executive_____

Name of the State Agency_____

Date of Separation from State Agency_____

Position with Proposer_____

Date of Employment with Proposer_____

- 12) Pursuant to Section 231.006 (c), Family Code, Proposal must include names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the Proposal. Proposers that have pre-registered this information on the TBPC Centralized Master Bidders List have satisfied this requirement. **If not pre-registered attach name and social security number for each person** (otherwise this information must be provided prior to contract award)
- 13) Proposer certifies that Proposer is in compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmation Action **and that Proposer has included in their proposal response, a written copy of their Civil Rights “Affirmative Action Compliance Program” or a statement as to why Proposer is not required to have such program.**
- 14) Proposer certifies that Proposer maintains an alcohol- and drug-free workplace **and that Proposer has included in their proposal response, a copy of their Drug-Free Workplace policy.**
- 15) Proposer certifies that Proposer is not currently suspended or debarred and that no principals are suspended or debarred from the Federal Procurement or Nonprocurement Programs per common rule Executive Order’s 12549 and 12689.
- 16) Proposer certifies that Proposer has not used Federal appropriated funds to pay any person or a member of Congress, officer, or employee of Congress or an employee of a member of Congress in connection with obtaining any federal contract and the extension, continuation, renewal, amendment, or nmodification of any federal contract covered by the Bryd Anti-Lobbying Amendment (31 USC 1352).
- 17) Proposer certifies that Proposer agrees to comply with all standards, orders, and regulations issued pursuant to the Clean Air Act of 1970 (42 USC 7401 et seq.) and The Federal Water Pollution Control Act (33 USC 1251 et seq.).
- 18) Proposer certifies that Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances including , but not limited to the federal laws and regulations referenced in Section 5.27 of the RFP and as othewise may be applicable to this RFP.

- 19) Proposer acknowledges and agrees that (1) this RFP is a solicitation for proposal and is not a contract or an offer to contract; (2) the submission of a proposal by Proposer in response to this RFP will not create a contract between the Texas A&M Forest Service and Proposer; (3) Texas A&M Forest Service has made no representation or warranty, written or oral, that one or more contracts with Texas A&M Forest Service will be awarded under this RFP; and (4) Proposer shall bear, at its sole risk and responsibility, any cost which arises from Proposer's preparation of a response to this RFP.
- 20) Proposer, if selected by Texas A&M Forest Service, will maintain all insurance as required by this RFP or any contract resulting from this RFP.

8.2 Signature and Authority to Bind in Contract

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

Date: _____

This proposal consists of pages number (1) through _____

Federal Employer's Identification no. (FEI) _____

Sole Owner should enter social security no. _____

Proposer/Company: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____

Fax No.: _____

E-mail _____

Name (Typed/Printed): _____

Title: _____

Signature (Ink): _____

Check below if preference claimed under Rule TAC 20.38

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

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

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

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

SECTION 9
RESPONDENT'S QUESTIONNAIRE

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

Respondent is requested to respond to all questions

1. Legal name of Proposer's Company: _____
2. Address of Proposer's office that will provide the requirements of this RFP under a resulting agreement: _____
3. Number of years in business: _____
4. Type of Operation:
Individual____ Partnership____ Corporation____ Government____ Other____

Number of employees: _____ (company wide)
Number of employees: _____ (servicing location)

Annual sales volume: _____ (company wide)
Annual sales volume: _____ (servicing location)
5. Provide statement confirming that you will provide a copy of your company's audited financial statements for the past two (2) years, upon request from TFS.
6. Provide statement confirming that you will provide a financial rating of your company (such as Dunn and Bradstreet Analysis) which indicates the financial stability of your company, if requested by TFS.
7. Is your company currently for sale or involved in any transaction to expend or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
8. Provide any details of all past or pending litigation or claims filed against your company that would negatively impact your company's performance under an agreement with TFS.
9. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.