

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS



STATEWIDE PROCUREMENT DIVISION

REQUEST FOR PROPOSALS

Emergency Ground Support Equipment Rental

RFP No. 304T-27-975M4.2

NIGP CLASS-ITEMS

910-27 971-82

975-37 975-46

977-73 981-12

981-43 981-57

990-30

SCHEDULE OF EVENTS	
ESBD Posting Date	September 21, 2026
HUB Subcontracting Plan Courtesy Review Submission Deadline Date	October 12, 2026
Pre-Proposal Conference Date and Time	October 2, 2026 @ 2:30 PM
Questions Submission Deadline Date	October 5, 2026
Response to Questions through Addendum Date, or as soon thereafter as practical	October 8, 2026
RESPONSE DUE DATE	October 29, 2026
RESPONSE DUE TIME	1:30 pm Central Time in Austin TX

****NOTE**** This Solicitation is composed of two parts: (1) Part A: Special Instructions, (including attachments and appendices, if any) and (2) Part B: General Instructions and Contract Terms and Conditions (including attachments and appendices, if any). In the event an instruction or term in Part A conflicts with an instruction or term in Part B, the instruction or term in Part A prevails, and any addenda or amendments to either Part A or Part B control over the original versions.

SUBMISSION CHECKLIST

COMMUNICATION WITH ANYONE OTHER THAN THE POINT OF CONTACT LISTED IN SECTION A.10.4 MAY RESULT IN DISQUALIFICATION OF A RESPONSE.

CPA will disqualify any response received without the required documentation identified below.

- ☐ ATTACHMENT A - EXECUTION OF RESPONSE
- ☐ HUB SUBCONTRACTING PLAN - Reference Section A.11
- ☐ MANDATORY PRICE SHEET

CPA may disqualify any response received without the required documentation identified below.

- ☐ IDENTIFICATION OF CLAIMED CONFIDENTIAL/PROPRIETARY INFORMATION, if any
- ☐ ATTACHMENT B - RESPONDENT INFORMATION
- ☐ ATTACHMENT C - PREFERENCES
- ☐ ATTACHMENT D - INSURANCE STATEMENT OF INTENT
- ☐ ATTACHMENT E - SELF INSURED RETENTION CERTIFICATION AND REQUEST FOR APPROVAL (only if the Respondent intends to use SIR)
- ☐ RESPONSES TO ATTACHMENT F - Ability to Perform and Past Performance
- ☐ IDENTIFICATION OF ALL EXCEPTIONS AND ASSUMPTIONS to terms of this Solicitation or Contract, if any
- ☐ CONFLICT OF INTEREST DISCLOSURE, if applicable – Reference Part B.1.1.
- ☐ SIGNED COPIES OF ALL ADDENDA to this Solicitation, if any

REFERENCE SECTION A.15 AND SECTION A.16 FOR SUBMISSION REQUIREMENTS

PART A: SPECIAL INSTRUCTIONS

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A.1 DEFINITIONS

In this Contract, the following terms and acronyms have the meaning set forth below.

TERM	DEFINITION
Contract	Any Contract resulting from this Solicitation, consisting of the Contract documentation as provided in Section B.3.2.
Contractor	Any Respondent awarded a Contract based on this Solicitation.
CPA	The Texas Comptroller of Public Accounts, the state agency issuing this Solicitation.
Customer	State of Texas agencies, institutions of higher education, and cooperative purchasing members, including CPA, that are required or permitted by law to purchase goods and services under contracts established by CPA.
DEF Fluid	Diesel Exhaust Fluid.
Disaster Regions	For administrative purposes, the Texas Division of Emergency Management has divided Texas into eight Disaster Regions. Please see the Mandatory Price Sheet.
Dispatch/Dispatching	To ship or send requested rental equipment to a destination.
ESBD	The Electronic State Business Daily, which is available online at http://www.txsmartbuy.gov/esbd
FOB Destination	The seller retains the risk of loss until the goods reach the buyer, and the seller bears all shipping costs.
Party or Parties	Either CPA or Respondent, separately or collectively.
Respondent	Any person or company that submits a Response to this Solicitation.
Response	A bid or proposal submitted to CPA in response to this Solicitation.
SOC	State Operations Center located in Austin, Texas.
Solicitation	This document, along with all other documents incorporated in this document and posted to the ESBD, soliciting responses for the proposed commodities and services.
TDEM	Texas Division of Emergency Management.

A.2 DESCRIPTION

The Statewide Procurement Division (SPD), a division of CPA, requests sealed responses for Emergency Ground Support Equipment Rental

The major customer for these items and services is the Texas Division of Emergency Management (TDEM).

These services and commodities are required for all-hazards emergency preparedness and response and may be simultaneously dispatched to one or more locations throughout the state of Texas prior to, during, or after an incident or event occurs. All-hazards planning and preparedness addresses natural, technological, adversarial, or human caused incidents or events.

CPA and TDEM particularly seek to prepare for events like the recent natural disaster Hurricane Harvey, which in 2017 inflicted \$125 billion in damages and displaced over 30,000 people. Historically, the services requested under this RFP are used by the Customer for periods ranging from 4 days to 6 weeks, but the duration is dependent upon the scale and scope of the emergency. Therefore, rental periods may be required for both short and long durations, as needed.

A.3 AUTHORITY TO USE CONTRACT

The contract will be available for use by all state agencies; institutions of higher education and cooperative members, providing there is no conflict with any applicable statutes, rules, policies, or procedures. State agencies and eligible entities as described above will have the ability to use the pricing as agreed upon within the contract.

State agencies, higher education and Texas SmartBuy members will issue their internal purchase orders directly to the Contractor(s); however, Customers shall reference and cite the CPA contract number within the purchase order document.

During an emergency, Contractor shall give priority to TDEM purchase orders.

Purchases against this Contract may be made during a non-declared emergency event.

A.4 TERM OF THE CONTRACT

The initial term of this Contract commences on the effective date set out in a Notice of Award issued by CPA and automatically expires on December 31, 2027.

1 st Renewal Option:	January 1, 2028, through December 31, 2028
2 nd Renewal Option:	January 1, 2029, through December 31, 2029
3 rd Renewal Option:	January 1, 2030, through December 31, 2030
4 th Renewal Option:	January 1, 2031, up to one (1) additional year

CPA may unilaterally renew the Contract.

A.5 PRICING

A.5.1 Pricing Structure – Firm Price with Escalation

Response prices must be firm, all-inclusive, fixed prices. Contract pricing may only change in accordance with the Price Adjustments provision of the Contract, provided however, that if a Contractor offers or provides a lower price to any customer for the same goods or services, under the same terms and conditions provided for CPA and its Customers, the Contractor must provide the same lower price under the Contract.

Unit prices must include all Contract requirements. Shipping shall be FOB Destination; therefore, unit prices must include statewide delivery (all shipping, handling, delivery fees and fuel surcharges).

For the purposes of this Contract, a week will be seven (7) days and a month twenty-eight (28) days.

A.5.2 Refueling Convenience Fee

For purposes of determining the average base cost of fuel:

- “[Texas All Grades All Formulations Retail Gasoline Prices](#)” dataset provided by the U.S. Energy Information Administration will be used for determining gasoline average price;
- “[Gulf Coast No 2 Diesel Retail Prices](#)” dataset will be used for determining diesel average price.

The Refueling Convenience Fee may only be assessed in the event the Customer returns equipment with a less-than-full tank of fuel. This fee has been pre-determined, will remain constant throughout the contract, and will be assessed as follows:

Average price of fuel (per gallon of gas or diesel) two months prior to date of rental start + \$3.00 per gallon refueling convenience fee. = price per gallon of fuel.

Example: \$2.557 avg. cost of gas per gallon for February 2026
 + \$3.000 refueling convenience fee (flat fee per gallon)
 = \$5.557 total charge per gallon

A.5.3 Hazardous Material/Environmental Fee

In the event rental equipment comes into verifiable contact with hazardous material Customer will notify Contractor. Contractor may then charge Customer a reasonable fee for cleaning the equipment upon return. The fee assessed must be supported by documentation provided by Contractor that reflects the lesser of the true cost of proper cleaning and disposal of contaminated material, or the depreciated value of the affected equipment.

A.5.4 Long Distance Deliveries (Transportation Fee)

For deliveries greater than a 100-mile radius from the equipment's origin location, Contractor may assess a per-mile transportation fee. For example, a delivery that is 110 miles away from a facility will be assessed the standard delivery and pickup fees plus an additional transportation fee for the remaining 10 miles, each way.

Should conditions dictate a need for a non-standard delivery, Contractor may quote the Customer in writing for the non-standard delivery. The Customer's authorized point of contact must be notified of the non-standard delivery as soon as possible and may, at their sole discretion, either approve or deny the quoted fee. This fee may only be used in rare and pressing circumstances during declared disasters.

An example of a non-standard delivery would be a Contractor's delivery driver discovering that a bridge is closed and is forced to take a longer alternative route.

A.5.5 Landfill Fees

In order for Contractor to be reimbursed for landfill fees, Contractor **must** provide a landfill ticket to the Customer.

For a landfill ticket to be considered valid, it must contain the following information at minimum:

1. Contractor's name
2. Origin (Customer's name)
3. Weight of load
4. Any applicable overage fees
5. Date of haul
6. Name and address of landfill location

To be reimbursed for this fee, Contractor must certify to the Customer at time of submission of reimbursement request that Contractor used a landfill within a reasonable distance of the load collection that offered the best price for disposal of Customers' waste.

A.5.6 Charge for Equipment Ordered but Not Used

Contractor must provide a fixed rate per piece of rental equipment that is either: 1) delivered and not used or 2) rejected at the destination site. This charge will be used in lieu of the standard rental fee. Additionally, if the equipment is not in full compliance with the Contract, Contractor must remove and replace the equipment and may not charge the Customer a rental fee or fee for “Equipment Ordered but Not Used”.

There shall be no charge assessed if the Customer cancels the requested equipment at least 24 hours prior to dispatching. However, if Customer requests Contractor reserve roll-off dumpsters and Customer does not use them, Contractor may charge Customer the applicable “Charge for Equipment Ordered but not Used” fee, even if the roll-offs dumpsters were not dispatched.

A.6 PRICE ADJUSTMENTS

A.6.1 Price Decreases or Discount Increases

Contractor shall immediately implement any price decrease or discount increase that becomes available. Contractor shall notify CPA of price decreases or discount increases by email to:

spd.cmo@cpa.texas.gov

A.6.2 Price Adjustment Calculation

Prices may be adjusted annually at time of renewal or at the sole discretion of CPA throughout the term of the Contract upwardly or downwardly when correlated with the index specified below and published by the Bureau of Labor Statistics (BLS).

BLS website: <http://data.bls.gov/cgi-bin/srgate>

Proposed pricing for Line 1: Contractor Liaison must remain firm for the entire term of the contract and any renewal periods.

Line(s)	Producer Price Index	Percentage	Description
2-3	WPU05320104	100%	Fuels and Related Products and Power-Propane
4-42, 44-46, 48-66, 68-98, 100-109, 111-130, 133-156	PCU532412532412	100%	Other Heavy Machinery Rental and Leasing
43, 47, 67, 99, 110, 131, 132	WPU10260301	100%	Metals and Metal Products: Electronic Wire and Cable
157-161	PCU562111562111	100%	Solid Waste Collection
162-179	PCU561720561720	50%	Janitorial Services
162-179	PCU562111562111	25%	Solid Waste Collection
162-179	PCU484121484121	25%	General Freight Trucking, Long-Distance Truckload

Note: Enter the index number in the Series ID box and click Next and “Retrieve Data.”

For a price adjustment request, after the initial contract term, the Contractor will calculate the maximum allowable Contract price using the following formula:

Maximum Allowable Contract Price = (Original Awarded Price ÷ Original Index) x New Index, where:

- (1) “Original Awarded Price” is the price at which the item was initially awarded to the Contractor;
- (2) “Original Index” is the index value for the month and year that Responses to this Solicitation were submitted; and
- (3) “New Index” is the index value for the month and year that the price increase request is submitted.

If the Respondent can demonstrate that the price index lags behind costs of performance or does not account for significant costs of performance, Respondent may request CPA to consider other documentation of its cost to perform the Contract, such as quotes or invoices. CPA may consider cost documentation that in its sole discretion is acceptable. Acceptable cost documentation must at a minimum be (1) clearly related to Contract performance, (2) verifiable by an external or third-party source, (3) certified as complete and accurate by the Respondent, under penalty of perjury, and (4) include the proportion or amount of the respective cost (i.e., fuel is 15% of the total cost or fuel cost is \$30.00 of the total cost). CPA may reject cost documentation in its sole discretion.

A.6.3 Price Adjustment Requests

Proposed pricing must remain firm for the initial term of the Contract. After the initial term of the Contract, price adjustments may be requested based upon the formula in Section A.6.2.

CPA may accept, reject, or negotiate price adjustments. The Contractor will receive written notification from Statewide Contract Management (SCM) documenting action taken, including effective dates, when appropriate.

If a complete, properly submitted price increase request is rejected, the Contractor may request to cancel the Contract for those items covered by the request. CPA may approve or reject item cancellation requests. CPA will specify the effective date of item cancellation in its written notice of approval. Purchase orders dated prior and up to the effective date of approval or cancellation, as applicable, must be honored at the Contract price in effect when issued.

Price adjustment requests and cancellation requests under this section should be sent by email to: spd.cmo@cpa.texas.gov

A.6.4 Tariffs

The parties may agree to adjust prices periodically to reflect tariff surcharges or changes in tariffs implemented after award that affect the cost of supplying goods under this Contract. Tariffs in place at the time of the response will not be considered as a basis for a tariff surcharge increase. To request a price adjustment related to tariffs, Contractor must provide documentation that includes the effective date, amount, scope of the tariffs, and any other documentation requested by CPA. Contractor must demonstrate with specificity the effect of tariffs on its necessary and reasonable cost of supplying goods under this Contract. Any adjustment is at CPA’s sole discretion. If CPA grants an adjustment related to tariff surcharges, Contractor shall monitor tariff levels and notify CPA within five business days of any reduction or repeal. CPA may reduce or retract a tariff adjustment it has granted at any time by notifying the Contractor of the new prices.

As allowable by law, Contractor must promptly assign to Customer the right to file for and receive any refund that becomes due for the tariffs paid under this Contract. Contractor agrees to cooperate with Customer and take all the steps required to assign and transfer to Customer its rights, title and interest in any monies due or payable to Contractor in connection with tariffs paid under this Contract. If Contractor receives a refund of any tariff paid under this Contract, it shall return the portion paid by each Customer.

A.7 INSURANCE

The Response must include a statement that Respondent intends to obtain and maintain for the term of the Contract (and any renewal period) the minimum insurance coverage specified in the table below. The Response should also describe other insurance coverage maintained by Respondent in the ordinary course of business and provide proof of same in its Response. If Respondent's normal and customary insurance coverage exceeds the minimum required amounts in this Solicitation, the Contract will require those normal and customary types and amounts of coverage. Proof of insurance may be provided in the form of current certificates of insurance.

Respondent may propose alternate insurance amounts or coverages in the form of an exception. See Section A.15.11. If CPA rejects the exception, the Respondent shall obtain the minimum coverage listed.

Any subcontractor performing work under this Contract must meet the same minimum insurance requirements. Contractor shall ensure its subcontractors' compliance with all requirements.

Commercial General Liability (Occurrence based)	\$1,000,000 Each Occurrence Limit
Automobile Liability All Owned, Hired and Non-Owned Vehicles (Required if the Contractor owns vehicles or uses vehicles to perform the Contract)	\$500,000 Combined Single Limit (for each accident)

All required insurance policies must be issued from a company or companies with a Financial Strength Rating of "A-" or better and a Financial Size Category of VIII or larger from AM Best. CPA may consider other sources of information and reserves the right to determine whether an insurer is acceptable in its sole discretion.

All insurance policies must be issued by companies authorized to do business under the laws of the State of Texas and in a form satisfactory to CPA. Except as specified below, all of the Contractor's insurance policies must:

- (1) be written on a primary and non-contributory basis;
- (2) name the state of Texas as a certificate holder on all certificates of insurance, to include the following address: State of Texas, P.O. Box 13528, Austin, TX 78711-3528;
- (3) name the state of Texas, its officers and employees as additional insureds on all policies;
and

- (4) include a waiver of subrogation in favor of the state of Texas, its officers and employees for bodily injury (including death), property damage or any other loss arising from this Contract or any purchase order.

Contractor shall submit current certificates of insurance to CPA within five business days of receiving a request from CPA. In its sole discretion, CPA may allow Contractor to satisfy insurance requirements with coverage of a third-party providing goods or services under the Contract, such as products liability coverage provided by a manufacturer, that will provide comparable protection to CPA and Customers. However, the Contractor shall maintain at least \$1,000,000 of commercial general liability coverage for itself.

The Contractor must provide proof of coverage. Notices shall be sent to the contact listed in Section A.10.4, Points of Contact. Failure to submit acceptable proof of insurance may result in termination. Contractor shall maintain the required insurance throughout the Contract.

Contractor must disclose on its insurance certificate whether any of the coverage required under the Contract is being satisfied with a Self-Insured Retention (SIR) and list the amount of the SIR. CPA may, in its sole discretion, accept or reject any SIR in excess of \$100,000, and Contractor shall provide any documentation requested by SPD. If the Respondent intends to use SIR, Respondent must complete and return Attachment E - Self Insured Retention Certification and Request for Approval.

Contractor shall:

- (1) provide written documentation to Statewide Contract Management (SCM) by email at spd.cmo@cpa.texas.gov at least 30 calendar days prior to any cancellation, non-renewal, or material change of a required policy;
- (2) ensure all insurance policies and certificates of insurance for required coverage are written to include all products, services, and locations related to Contractor's performance under the Contract; and
- (3) deliver proof of all renewal policies prior to any expiration of a required policy to SCM by email at spd.cmo@cpa.texas.gov. All renewal policies and corresponding certificates of insurance must meet all terms set forth in the Contract.

Contractor must ensure that all provisions of the Contract concerning liability, duty, and standard of care, together with the indemnification provision, are underwritten by contractual liability coverage sufficient to include such Contractor's obligations under the Contract.

A.8 REQUIREMENTS AND SPECIFICATIONS

A.8.1 Contractor Requirements

To be considered for a line-item award, Respondent **must** be able to supply the minimum quantity listed below for each line-item bid:

Forklifts: 50	Pallet Jacks: 50	Light Towers: 50	Trash Pumps: 25
Generators: 25	HVACs: 5	Roll-off Dumpsters: 50	Hand Wash Stations: 50
Portable Toilets: 100	Shower Facility: 25	Laundry Services: 5	

Respondent shall indicate on Tab 1 - Disaster Regions of the Mandatory Price Sheet the disaster regions that they can service. However, if requested by TDEM, Contractor may be requested to deliver equipment to disaster regions outside of those initially selected by Contractor. Reference Section A.5.4.

All rental equipment shall arrive to Customer's specified delivery location with a full tank of fuel, be in first class condition, and ready for operation. Contractor will be responsible for all loading and unloading of rental equipment. Additionally, each propane-powered forklift must arrive with 3 full tanks of fuel. Refill tanks must be delivered within 24 hours of request.

Contractor shall provide 24-hour on-call equipment service, maintenance and replacement of broken equipment during a declared disaster. If Contractor is unable to provide a replacement within 24 hours, Customer reserves the right to procure the equipment elsewhere and charge contractor the difference in price for the duration of the declared disaster (not to exceed 60 days).

Contractor providing roll-off dumpsters must meet CDL requirements per weight requirements as needed. Contractor must have drivers that hold a current Commercial Driver's License (CDL) with all necessary endorsements.

A.8.2 Contractor Personnel Requirements

The following Liaison Service requirements apply only to events where TDEM activates the SOC. In such large-scale emergency events, TDEM, at its sole discretion, may request a Contractor Liaison be present at the SOC.

1. As required by TDEM, the Contractor must provide a minimum of one person per operational shift who will serve as the Contractor's single point of contact (Liaison) to the TDEM SOC with the authority to make decisions and provide knowledge of all on-going operations for the incident. Additional representation may be requested by TDEM based on the scale of the incident and must be provided by the Contractor. The Liaison will communicate status and coordinate mission assignments. Liaison must be able to track Contractor resources and provide status updates on dispatched equipment at a moment's notice. Contractor shall only provide an appropriate number of SOC Liaisons based on the scale of each event. TDEM will coordinate with the Contractor prior to Contractor dispatching Liaison(s).
2. The Liaison must arrive at the SOC within 12 hours after receipt of the Purchase Order or written notice from TDEM and must be available in-person at the SOC for coordination of the performance of the Contract.
3. When required by TDEM, the Contractor shall provide 24-hour coverage at the SOC for the duration of the disaster/emergency. The SOC operational hours are 24 hours a day, 7 days a week, with two 12-hour operational shifts. TDEM will use Contractor liaison service in intervals of 12 hours.
4. Contractor must provide all representatives' names, contact information and scheduling information.
5. The Contractor shall include all costs associated with providing Liaison representation at the SOC in accordance with these requirements as part of the Contractor Liaison Services line-item bid price on the Mandatory Price Sheet. Any costs associated with meeting the Contractor Liaison Services requirements that were not already identified on the Mandatory Price Sheet will be at the Contractor's expense and will not be reimbursed. Reference the Mandatory Price Sheet.

6. The Liaison shall attend at least three TDEM exercises, training, planning, and coordination events per year with duration of one to three days. These events may be hosted by TDEM through in person events in Austin, Texas or by teleconference. TDEM will not pay the Contractor for, or reimburse costs of, the Liaison's attendance at these events. TDEM will coordinate with Contractor(s) as needed to ensure this requirement is met.
7. The Liaison must be a subject matter expert and advisor for the service they provide on the following:
 1. Logistics support requirements;
 2. Operational capabilities;
 3. the Contract; and,
 4. State and Federal regulatory requirements that apply to these types of commodities and services.
8. **Proposal Submission Requirements:** In its Proposal, Respondent must detail its Liaison's experience, qualifications and ability to perform as Contractor liaison. Reference Attachment F: Ability to Perform and Past Performance, Section C.
9. **Roll-off Dumpsters Exemption:** Respondents seeking to provide only roll-offs are exempt from having to provide a dispatched liaison. Instead, Contractors providing **only** roll-offs are required to have a dedicated Contractor representative on call 24 hours a day during a declared emergency. This Contractor representative will be responsible for receiving and processing Customer orders for roll-off dumpsters.

A.8.3 Line Items

General Requirements:

All parts not specifically mentioned which are necessary for the equipment to be complete and ready for operation and are normally furnished as standard equipment must be furnished by the Contractor. The unit shall be completely assembled and adjusted, and all equipment, including standard and supplemental equipment shall be completely installed and the unit made ready for continuous operation upon delivery unless specifically stated otherwise in the solicitation.

Reference the Mandatory Price Sheet for line items.

All rental equipment is likely to be **used for multiple consecutive shifts**. Therefore, pricing must allow for 24-hour per day use of rental equipment.

Generator Requirements:

1. Must arrive ready for use with minimal setup required.
2. Must arrive with a minimum of 50 feet of wire per leg and all applicable pigtails.
3. Must arrive with all required mechanical or crimped lugs.
4. Generators shall arrive with a full tank of diesel exhaust fluid (DEF fluid). Customer will be responsible for supplying DEF fluid thereafter.
5. The protective insulating outer layer of electrical wires shall be free of cuts and other abrasions that may affect the safety of handling the wires.
6. Contractor will be liable for injuries caused by failure to maintain safe equipment.
7. At the time of delivery, the Contractor will provide the necessary training to operate the generator or else make available a technical representative by phone.

Light Tower, 500 Gallon Water Tank Trailer Combo:

Shall arrive with a full tank of fresh, potable drinking water.

HVAC Requirements:

1. Must arrive ready for use with minimal setup required.
2. Must include complete electrical controls.
3. Must have single point power connection.
4. Must arrive with a minimum of 50 feet of electrical wire.
5. Ducting requirements:
 - a. Must arrive with a minimum of 40 feet of ducting per feed port, with flanges included.
 - b. Must arrive with a minimum of 20 feet of ducting per return port, with flanges included.
6. Must have automatic safety features such as automatic shutoff to avoid overheating or overfilling with water.
7. Customer may request HVAC equipment that can be lifted and moved via forklift as needed.
8. At the time of delivery, the Contractor will provide the necessary training to operate the generator or make a technical representative available by phone.
9. Contractor will be responsible for injuries caused by failure to maintain safe equipment.

Trash Pump Requirements:

1. All trash pumps must be electric start.
2. Contractor must offer both wet and dry start pumps.
3. Pumps must arrive with a minimum of 50 ft. suction and discharge hoses.
4. Contractor will be responsible for injuries caused by failure to maintain safe equipment.

Roll-off Dumpsters Requirements:

Customer may reserve roll-off dumpsters prior to an anticipated natural disaster. Contractor must set aside requested roll-off dumpsters and have them ready for immediate mobilization once weather conditions stabilize. If the roll-off dumpsters are not used, Contractor may invoice Customer the charge for "Equipment Ordered but not Used," as seen on the Mandatory Price Sheet.

A.8.4 Quantities

CPA does not guarantee a specific volume to be purchased throughout the term of the Contract. No minimum compensation to the Contractor is guaranteed.

A.9 PURCHASE ORDERS, INVOICES AND REPORTING

A.9.1 Customer Purchase Orders

To utilize the Contract pricing, Customers will issue an internal purchase order referencing the number for the CPA Managed Contract, commodity codes, item descriptions, and current contract pricing.

Contractor agrees not to deliver goods or provide services awarded under this Solicitation until receipt of a Purchase Order from Customer.

Purchase orders dated during the term of the Contract must be honored, even if received by the Contractor after the Contract expiration date. Contractor may not specify a "final order" receipt date. Pricing is established by the date the purchase order is placed.

A.9.2 Invoices and Expedited Payment Discounts

Reference Part B, General Instructions and Contract Terms and Conditions, Section B.5.3, Invoicing and Payment Requirements.

Payment terms for the State of Texas are typically 30 days. Respondent may provide additional discounts extended to each invoice on Attachment B – Respondent Information.

Contractor must submit an itemized invoice to Customer reflecting the CPA Contract number and Customer purchase order number.

A.9.3 Reporting Requirements

By the 10th day of every calendar month, Contractor must report the past month's sales under the Contract to Statewide Contract Management at tcmo.reporting@cpa.texas.gov in the format prescribed by CPA. The dollar value of the sale must be the price paid by the Customer for the goods and services under the Contract. If no sales occur, Contractor must report no sales in a manner prescribed by CPA. CPA reserves the right to modify contract reporting requirements at its sole discretion in order to meet the evolving needs of CPA and its Customers. If the Contractor fails to submit sales reports, falsifies sales reports, or fails to submit sales reports in a timely manner, CPA may terminate or cancel the Contract pursuant to Part B, Section B.3.5.

A.9.4 Statewide Contract Development Reporting

Contractor shall provide any information requested by CPA to develop future solicitations and facilitate the transition to potential future contractors in a format acceptable to the CPA within 14 calendar days of the request.

A.10 RESPONSE INFORMATION

A.10.1 Schedule of Events

Respondent must submit its Response to CPA before the due date and time indicated on the cover page. CPA may revise this schedule by issuing an addendum on the ESBD.

A.10.2 Solicitation Addenda

CPA will post any addendum to this solicitation on the ESBD. Respondents are responsible for checking the ESBD for addenda prior to submitting a Response. Respondent's failure to check the ESBD does not release it from the requirements of any addenda nor permit it to modify or withdraw its Response after Response opening.

Respondent must acknowledge each Solicitation addendum by returning a signed copy of the addendum with its Response.

A.10.3 Questions and Answers

Respondents must send all questions regarding this Solicitation to the CPA Points of Contact identified in Section A.10.4 by the due date in the Schedule of Events on the cover page. Respondents must reference the relevant Solicitation page and section number in each question. CPA's responses to questions will be posted to the ESBD.

Respondents must notify CPA of any error or ambiguity in the Solicitation by submitting a question. If Respondent fails to notify CPA of an error or ambiguity, Respondent (1) waives any claim for money, time, or other relief based on that error or omission, and (2) agrees to accept any reasonable interpretation of the allegedly erroneous or ambiguous provisions by CPA.

All questions submitted to CPA should include the identity of the sender, the sender's title, company name, telephone number, and email address, as applicable.

Only answers that CPA provides in writing are official. Information in any form other than the materials constituting this Solicitation, the Question-and-Answer Document, and any Solicitation addendum is not binding on CPA.

Minor questions for which the answer will not affect the interpretation of the Solicitation or change the contents of a Response (for example, a question regarding delivery of a sealed Response) may be answered orally or by email by CPA.

A.10.4 Points of Contact

Respondents must direct all communications concerning this Solicitation to the Points of Contact listed below. Respondents may not contact other CPA or agency personnel or any Customer regarding this Solicitation, unless instructed to do so in writing by the CPA Point of Contact. **Communicating with anyone other than the Points of Contact may result in disqualification of a Response.**

Responses may not be submitted to the CPA Points of Contact. Follow the instructions for Response submission in Sections A.15 and A.16.

Primary Point of Contact - CPA Contract Specialist

Noah Holdren, CTCD, CTCM

512-463-1650

Email: Noah.Holdren@cpa.texas.gov

Secondary Point of Contact

Statewide Contract Development (SCD)

Email: spd.contractdev@cpa.texas.gov

If no response is received from the primary point of contact within one business day, Respondent may contact SCD at the email address listed above.

After Contract award, all communications relating to the Contract must be submitted to Statewide Contract Management at spd.cmo@cpa.texas.gov.

A.10.5 Pre-Proposal Conference

The Pre-Proposal Conference is scheduled for the date and time listed in the Schedule of Events on the cover page. The location of the conference is:

Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/248888697901339?p=ZUajKGpWaWhHzW23p0>

Meeting ID: 248 888 697 901 339

Passcode: d3gS9hA7

Need help? | System reference

Dial in by phone

+1 737-471-3847,,393579860# United States, Austin

Find a local number

Phone conference ID: 393 579 860#

Join on a video conferencing device

The Pre-Proposal Conference is an opportunity for vendors to hear information about the Solicitation and ask questions about the solicitation. While attendance is not mandatory, it is highly encouraged. Vendors should notify the Point of Contact that they plan to attend the Pre-Proposal Conference no later than October 1, 2026.

A.10.6 Documents and Attachments Included with this Solicitation

The Solicitation package includes the following documents:

1.	Part A: Special Instructions (this document)
2.	Part B: General Instructions and Contract Terms and Conditions
3.	Attachment A - Execution of Response (with authorized signature) Attachment B - Respondent Information Attachment C - Preferences Attachment D - Insurance Statement of Intent Attachment E - Self Insured Retention (only if using SIR)
4.	Attachment F - Ability to Perform and Past Performance
5.	HUB Subcontracting Plan
6.	Mandatory Price Sheet in .xlsx format

A.11 VETHUB SUBCONTRACTING PLAN

CPA has identified probable subcontracting opportunities for part or all of the Solicitation. Respondent must complete and return the VetHUB Subcontracting Plan (HSP) with the Response to be considered responsive. **CPA may reject or disqualify a subcontracting plan that was not developed in good faith or was not completed.**

NIGP Class/Item	Description
910-27	Garbage and Trash Removal, Disposal and or Treatment Services
962-86	Transportation, Trucking
975-37	Garbage/Refuse Equipment, Dumpsters, etc. Rental or Lease
975-46	Material Handling Equipment and Allied Item Rental or Lease
981-12	Air Conditioning Equipment and Accessories Rental or Lease
981-43	Generator Rental or Lease and Maintenance Services
981-57	Pumps and Pump Accessory Rental or Lease
990-30	Disaster Relief Services

This list is neither mandatory nor exhaustive. Other areas of subcontracting may be more appropriate given the Respondent's business structure and internal resources.

The purpose of the VetHUB subcontracting plan is to meet the Comptroller's goal of increasing participation of service-disabled veterans in state purchasing and contracts **The HUB utilization goal for this solicitation is:**

- **2.0% for services contracts (other than construction or professional services)**

A courtesy review of an HSP is available to assist Respondents in providing a complete and responsive HSP and determine whether any deficiencies exist. **Respondents are highly encouraged to take advantage of the courtesy review.** To request a courtesy review, submit the completed HSP and all supporting documentation in a PDF format to the Statewide VetHUB Program by email no later than **ten working days prior to Response due date.**

Email for Courtesy Review: VetHUBProgram@cpa.texas.gov

Email Subject Line: **HSP Courtesy Review, Solicitation No. 304T-27-975M4.2, Due Date October 12, 2026.**

This courtesy review may only identify possible deficiencies. The final compliance determination will be made on the HSP submitted with the Response. Please contact CPA Statewide VetHUB Program with any questions regarding HSP compliance at: 1-800-863-5881 or 512-463-5872. The CPA VetHUB Program website may be accessed at:

<https://comptroller.texas.gov/purchasing/vendor/hub/forms.php>

The final HSP must be submitted by the Response Due Date.

RESPONSES RECEIVED WITHOUT GOOD FAITH EFFORT AND OUTREACH MAY BE DISQUALIFIED.

A.12 DISCLOSURE OF INTERESTED PARTIES

If CPA determines that Texas Government Code § 2252.908 may apply to a Contract award, CPA will instruct the Respondent to disclose interested parties to the Texas Ethics Commission (TEC) and CPA. A Respondent subject to this requirement must (1) complete TEC Form 1295, Certificate of Interested Parties at <https://ethics.state.tx.us/filinginfo/1295/> (2) submit the form online to TEC, (3) print the completed form that includes the Certificate Number automatically assigned by TEC, and (4) submit the form, signed by its authorized agency, by email to CPA.

If a Respondent does not timely submit a completed and signed TEC Form 1295 to CPA, CPA is prohibited by law from executing a contract, even if the potential awardee is otherwise eligible for award. CPA may award the contract to another vendor. CPA may seek appropriate damages for Respondent's failure to comply with this requirement.

A.13 EVALUATION OF RESPONSE

A.13.1 Responsiveness

CPA may waive minor or immaterial requirements in the submission process. CPA will disqualify any Response that does not conform to the Solicitation requirements in any material respect as nonresponsive. For example, failure to sign the Execution of Response (Attachment A) or failure to submit the Mandatory Price Sheet will result in disqualification.

A.13.2 Risk of Non-performance

CPA may disqualify a Respondent if there is an unacceptable risk that it will fail to perform the Contract. The Respondent bears the burden of establishing:

- (1) ability, capacity, and skill to perform the contract or provide the service required;

- (2) ability to perform the contract or provide the service promptly, or in the time required, without delay or interference;
- (3) character, responsibility, and integrity;
- (4) current compliance with laws relating to the contract or service;
- (5) sufficient financial resources to perform the contract and provide the service; and
- (6) conformity to all material specifications required in this Solicitation.

CPA may consider any source of information that it deems reliable.

Vendor Performance Data. CPA will consider a vendor's past performance in compliance with applicable provisions of Texas Government Code, §§ 2155.074, 2155.075, 2156.007, 2157.003, and 2157.125. The following examples indicate poor performance:

- (1) A score of less than a C in the Vendor Performance Tracking System;
- (2) Currently under a corrective action plan for a CPA contract;
- (3) Repeated negative Vendor Performance Reports for the same stated reason;
- (4) A record of repeated non-responsiveness to vendor performance issues; and
- (5) Cancellation of purchase orders in the previous 12 months for non-performance, such as late delivery.

Vendor performance information is located on the CPA web site at:

<http://www.txsmartbuy.gov/vpts>

Vendor Performance may also be used to determine whether a vendor has sufficient resources and the ability to perform.

Investigations. CPA may examine sources of information including, but not limited to, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of contracts, media reports, press releases, internet searches, or third-party databases. CPA may request additional information from the Respondent. Failure to provide requested information may disqualify the Respondent. Any such investigations shall be at the sole discretion of CPA.

A.13.3 Ties

CPA may break a tie by applying preferences under state law that were claimed in the Response. If no preference applies, CPA may award tied items to a randomly selected Respondent that offers best value.

A.13.4 Evaluation Process

After scoring the Responses, CPA may:

- (1) Award the contract to the Respondent providing best value to the state;
- (2) Determine the competitive range and negotiate with Respondents in the competitive range;
- (3) Invite Respondents in the competitive range to make oral presentations;
- (4) Formally request a Best and Final Offer (BAFO) from Respondents in the competitive range; or
- (5) Make no award.

Respondents in the competitive range will be notified of the time and place for the oral presentation, if any. CPA may ask Respondents to confirm information from oral presentations in writing. If CPA conducts oral presentations with Respondents in the competitive range, CPA will re-score Responses as modified, supplemented, and clarified by the oral presentations. After any oral presentations, CPA may:

- (1) Award the contract to the Respondent providing best value to the state;
- (2) Negotiate with one or more Respondents;
- (3) Formally request a Best and Final Offer (BAFO) from Respondents in the competitive range; or
- (4) Make no award.

If BAFOs are requested, CPA will re-score any evaluation factors affected by the BAFOs. After evaluating any BAFOs, CPA may:

- (1) Negotiate with one or more Respondents;
- (2) Award the contract to the Respondent providing best value to the state; or
- (3) Make no award.

Respondents' Proposals will initially be evaluated based upon their proposed pricing and past performance. CPA will evaluate pricing of like-items on a group-by-group basis, and by region as needed. Reference Mandatory Price Sheet for required Bid minimums per group of line items. Only Proposals that are found to be in the competitive range will advance to the next round of evaluation.

For those Proposals qualifying for the second round of evaluation, Respondents' responses to the questions outlined in **Attachment F: Ability to Perform and Past Performance**. Qualitative evaluation factors will be evaluated by a panel of evaluators selected by CPA. CPA will have the final decision on vendor selection and award.

Respondents are strongly encouraged to include their best possible offer with their Responses because there is no guarantee they will be afforded an opportunity to negotiate or submit a Best and Final Offer. CPA reserves the right to award a Contract without any discussion or negotiation. CPA also reserves the right to make no award.

A.13.5 Evaluation Factors

Responses will be evaluated according to the following factors:

Evaluation Factors:		Points
1	Attachment F: Ability to Perform and Past Performance	70
2	Competitiveness of Respondent's Pricing and Fees – Mandatory Price Sheet	30
	Total	100

Past Performance: Evaluators will award scores reflecting the extent to which the Respondent's past performance indicates a probability of success in performing this Contract. CPA reserves the right to conduct studies and other investigations as necessary to evaluate any Response. CPA and its selected evaluators may consider any source of information, including sources identified in A.13.2 above.

CPA reserves the right to conduct studies and other investigations as necessary to evaluate any Response. CPA and its selected evaluators may consider any source of information, including sources identified in A.13.2 above.

A.14 AWARDS

A.14.1 Award Approach

CPA intends to make an award to the vendor(s) providing the best value to the state per group of line items. This may result in awarding line items to multiple vendors.

While Respondents are not required to bid all line items within a group in order to have their Proposals considered, Respondents should be aware of the required Bid minimums per group of line items. CPA reserves the right to award all or part of a Respondent's Proposal.

To be considered for a line-item award, Respondent **must** provide pricing or state there is no charge on the Mandatory Price Sheet for Line 1: Contractor Liaison, in the event the Customer requires a liaison in the SOC. Contractor must adhere to all liaison requirements identified in Section A.8.2.

In accordance with Texas Administrative Code §20.231, CPA has determined that awards to multiple Respondents for each line item may be in the best interest of the State. If multiple Contracts are awarded, each Customer will select a Contractor based on best value for a particular purchase order.

A.14.2 Non-award

CPA may reject all Responses at its discretion. Submission of Response confers no legal rights upon any Respondent.

A.14.3 Award Notice

If the Solicitation is awarded, CPA will issue a Notice of Award to the successful Respondent(s). The Notice of Award will be transmitted via email to the Authorized Respondent Representative.

A.14.4 Substitutions

The Contractor shall not substitute a contract item or brand without prior written approval from Statewide Contract Management.

A.15 ORGANIZATION OF THE RESPONSE FOR SUBMISSION

A.15.1 Confidential/Proprietary Information

If any material in the Response is confidential or proprietary, Respondent must clearly mark those pages as "confidential" in bold type. Additionally, Respondent must include a statement on company letterhead identifying all Response sections and specific pages that have been marked as confidential and explain why the information is excepted from public disclosure under the provisions of the Texas Public Information Act. **Respondent must also provide a redacted copy of any Response document marked confidential or proprietary.** A blanket claim that the entire Response is protected from disclosure because it contains some proprietary information is not sufficient and may make the entire Response subject to release under the Act. Any information not clearly identified as confidential may be disclosed.

See also Section B.2.4 of Part B of this Solicitation for additional terms and conditions related to the Public Information Act.

A.15.2 Attachment A - Execution of Response

Respondent must complete, sign, and submit the Execution of Response – Attachment A. **Failure to complete, sign, and submit this form will disqualify the Response.**

A.15.3 Attachment B - Respondent Information

Respondent must provide all requested information on Attachment B and submit the form with Response.

A.15.4 Attachment C - Preferences

Respondent should review this attachment and complete it. CPA will apply preferences as required by law.

A.15.5 Attachment D - Insurance Statement of Intent

Each Response must include the Insurance Statement of Intent relating to insurance coverage required in Section A.7.

A.15.6 Attachment E - Self Insured Retention Certification and Request for Approval

Only if the Respondent has elected for Self Insured Retention on any required insurance coverage (reference Part A, Section A.6), the Respondent should complete and return Attachment E - Self Insured Retention Certification and Request for Approval with its Response.

A.15.7 Responses to Attachment F - Ability to Perform and Past Performance

Respondent must respond to questions and requirements outlined in Attachment F: Ability to Perform and Past Performance in order to be considered for evaluation.

A.15.8 VetHUB Subcontracting Plan (HSP) - Reference Section A.11

The Response must contain a VetHUB subcontracting plan to be considered responsive. CPA may reject a subcontracting plan that was not developed in good faith or was not completed. A business listed in the VetHUB directory at the time of the good faith effort is considered a VetHUB for purposes of evaluating a VetHUB subcontracting plan, even if the business later graduates or has its VetHUB status revoked or expired. If CPA finds that businesses identified in a VetHUB subcontracting plan are no longer VetHUBs, it may invite the vendor to submit a revised plan that identifies active VetHUBs.

A.15.9 Proposal Submission

The Respondent shall explain how their proposal best meets the evaluation criteria described in Section A.13.5 and Attachment F. This should include a maximum of 35 pages, not including MPS, HSP, and Attachments A-E, one-sided, addressing in detail how Respondent meets or exceeds the minimum requirements. CPA has provided some insight into what should be provided in Section A.8. However, this should not be considered an exhaustive list.

A.15.10 Mandatory Price Sheet

Respondent must complete the Mandatory Price Sheet and return with Response in the format requested. **CPA will disqualify Responses received without the Mandatory Price Sheet.** Respondent should not manipulate or modify the price sheet, other than by entering the requested

information in the provided spaces. Alteration to the Mandatory Price Sheet may lead to disqualification. If Respondent represents multiple brands or has multiple qualifying models with different pricing, Respondent may submit multiple bids for a single line item by submitting multiple Mandatory Price Sheets.

The Mandatory Price Sheet is available in two formats, .xml and .xlsx. Respondent can select either format (.xml version is preferred). Respondent should submit only one Mandatory Price Sheet unless submitting a separate Response for multiple brands or models.

A.15.11 Negotiations, Assumptions, and Exceptions

On company letterhead or in a Microsoft Excel® spreadsheet, the Respondent must clearly identify each exception taken, noting the specific Solicitation section number, section title, detailed description of exception taken, and Respondent's proposed alternate language using the following format:

Section	Section Title	Exception	Proposed Language

CPA may reject an incomplete exception without consideration. **If there are no exceptions, the Response should explicitly state that the Respondent takes no exceptions.**

A.15.12 Signed Addenda to Solicitation

Respondent shall submit signed copies of all Solicitation addenda, if any, with its Response.

A.16 SUBMITTING THE RESPONSE TO CPA

The Response must clearly state the Response Due Date and Time identified on the Cover Page, Schedule of Events, and be titled: **Response Submitted for RFP 304T-27-975M4.2 Emergency Ground Support Equipment Rental.**

A.16.1 Electronic Submission (Preferred)

Use the following email address to submit a Response electronically:

SPD.ebids@cpa.texas.gov

The email subject line should contain the Solicitation number and title as indicated on the cover page. The Respondent is solely responsible for ensuring that its Response is received by CPA before the deadline at the proper destination server. **It is recommended that Respondent begin the process well in advance of 1:30 p.m. on the due date.**

CPA recommends a limit of 10 MB of attachments per email. To meet this limit, a Response may be split into multiple emails. In addition, please be aware that your internet service provider may limit the size of attachments to outgoing emails.

All documents should be submitted in Microsoft Office® formats (Word® and Excel®) or in a form that may be read by Microsoft Office® software. **Respondent must submit the price sheet electronically in its original format even if Respondent submits a hard copy of its Response.** Any documents with signatures shall be submitted as an Adobe® portable document format (pdf) file. **Responses in other formats may be disqualified.**

CPA takes no responsibility for electronic Responses that are captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software. To confirm receipt of electronic submissions, contact Data Management Help dm.help@cpa.texas.gov for email confirmation.

Encrypted documents or links to documents on an external server are not allowed without prior written approval from CPA.

A.16.2 Hard Copy Submission

In lieu of electronic submission, CPA currently accepts hard copy Responses. Respondent must submit one original signed paper copy; however, the Mandatory Price Sheet should be submitted in the electronic format requested.

CPA will document receipt of hard copy Responses with a time stamp.

Submit Responses by Overnight/Express Mail (8:15 a.m. - 4:45 p.m.) to:

Attn: Statewide Procurement
Statewide Contract Development
Room 174-A (CPA Mailroom, N.E. Back Dock)
1711 San Jacinto Blvd.
Austin, TX 78701