

# PURCHASE ORDER

VENDOR

TEXAS A&M FOREST SERVICE  
PURCHASING DEPARTMENTOrder Date  
07/29/2020

Page 01

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

Purchase Order No.	(Include this number on all correspondence and packages)
P000421	

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

INVOICE TO:
TEXAS A&M FOREST SERVICE LUFKIN-FRP RURAL FIRE DEFENSE FOREST RESOURCE PROTECTION PO BOX 310 LUFKIN TX 75902
SHIP TO:
TEXAS A&M FOREST SERVICE HUDSON WAREHOUSE 245 TEXAS FOREST SERVICE LOOP LUFKIN TX 75904

VENDOR
24635737481 ROBERT KEVIN BROST DBA COMMAND COMMUNICATIONS 416 WOODLINE DR SPRING, TX 77386-1976

ALL TERMS AND  
CONDITIONS SET  
FORTH IN OUR BID  
INVITATION BECOME  
A PART OF THIS  
ORDER.ANY EXCEPTIONS TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED  
BY THE TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT PRIOR TO SHIPPING.PLEASE NOTE: IF YOUR INVOICE IS NOT ADDRESSED AS INSTRUCTED  
PAYMENT WILL BE DELAYED.

Item	Description	Quantity	UOM	Unit Price	Ext Price
	USER REF: 0000000-TEF				
1	KAA0120 CLAMSHELL "AA" BATTERY CASE ORANGE NEEDHAM F/R (MONTGOMERY CO ESD #4)	6	EA	33.490	200.94
2	KAA0120 CLAMSHELL "AA" BATTERY CASE ORANGE KYLE FD (HAYS CO ESD #5)	6	EA	33.490	200.94
3	KAA0660, REMOTE CONTROL HEAD PLUG AND PLAY KNG-MXXX (INCLUDES KAA0638 INSTALL KIT) TEXARKANA FD	1	EA	619.970	619.97
4	KAA0660, REMOTE CONTROL HEAD PLUG AND PLAY KNG-MXXX (INCLUDES KAA0638 INSTALL KIT) NEEDHAM F/R (MONTGOMERY CO ESD #4)	1	EA	619.970	619.97
5	KAA0660, REMOTE CONTROL HEAD PLUG AND PLAY KNG-MXXX (INCLUDES KAA0638 INSTALL KIT) KYLE FD (HAYS CO ESD #5)	1	EA	619.970	619.97
6	KNG2-P150, 136-174 MHz, 5000 CHANNELS, 6 WATTS, P25 DIGITAL/ANALOG PORTABLE WITH BLUETOOTH AND GPS CAPABILITY. KYLE FD (HAYS CO ESD #5)	3	EA	1,139.150	3,417.45
7	KAA0660 W/KAA0638 INSTALL KIT REMOTE CONTROL HEAD PLUG AND PLAY KNG-MXXX INCLUDES KAA0638 INSTALL KIT	10	EA	619.970	6,199.70
8	KNG2-P150, 136-174 MHz, 5000 CHANNELS, 6 WATTS, P25 DIGITAL/ANALOG PORTABLE WITH BLUETOOTH AND GPS CAPABILITY. TEXARKANA FD	3	EA	1,139.150	3,417.45
9	KNG2-P150, 136-174 MHz, 5000 CHANNELS, 6 WATTS, P25 DIGITAL/ANALOG PORTABLE WITH	3	EA	1,139.150	3,417.45

AJD

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

FOB: DESTINATION FRT INCLUDED

Terms:

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

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

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

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

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

THIS ORDER IS NOT VALID UNLESS SIGNED BY THE PURCHASING AGENT

TEXAS A&amp;M FOREST SERVICE

# PURCHASE ORDER

VENDOR

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SHIP TO:
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PAYMENT WILL BE DELAYED.

Item	Description	Quantity	UOM	Unit Price	Ext Price
	BLUETOOTH AND GPS CAPABILITY. NEEDHAM F/R (MONTGOMERY CO ESD #4)				
10	KAA0818 VHF ANTENNA 150-170MHz, SMA, ING-P150 TEXARKANA FD	3	EA	25.740	77.22
11	KAA0818 VHF ANTENNA 150-170MHz, SMA, ING-P150 NEEDHAM F/R (MONTGOMERY CO ESD #4)	3	EA	25.740	77.22
12	KAA0818 VHF ANTENNA 150-170MHz, SMA, ING-P150 KYLE FD (HAYS CO ESD #5)	3	EA	25.740	77.22
13	KAA0120 CLAMSHELL "AA" BATTERY CASE ORANGE TEXARKANA FD	6	EA	33.490	200.94
				TOTAL	19,146.44
	***** NET 30 *****				
	NOTE TO VENDOR: "SHIP TO" AND "INVOICE TO" ADDRESSES MAY DIFFER. FAILURE TO SUBMIT INVOICE TO PROPER ADDRESS MAY RESULT IN DELAYED PAYMENT.				
	PRICING, TERMS AND CONDITIONS OF IFB-20-008 SHALL APPLY TO THIS PURCHASE ORDER. VENDORS PROPOSAL IS ATTACHED.				
	VENDOR QUOTE: IFB-20-008 VENDOR REF: KEVIN BROST AT 877-263-2666				

AJD

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

THIS ORDER IS NOT VALID UNLESS SIGNED BY THE PURCHASING AGENT

  
PURCHASING AGENT FOR

TEXAS A&amp;M FOREST SERVICE



**TEXAS A&M FOREST SERVICE**

Buyer: Alan Degelman  
Bid #: IFB-20-008

FY: 2020  
Dept: FRP John Wall/Kirk Risinger

TABULATION SHEET												
			1		2		3		4		5	
Company			SAT Radio Communications		49er Communications, Inc.		BK Technologies, Inc.		Command Communications		Vincent Communications	
Address			1019 E. Euclid Ave.		361 Railroad Ave		7100 Technology Drive		416 Woodline Drive		5773 E. Shields Ave.	
City, State			San Antonio, TX		Nevada City, CA		W. Melbourne FL		Spring, TX		Fresno, CA	
Terms			Net 30		Net 30		Net 30		Net 30		Net 30	
FOB			Dest.		Dest.		Dest.		Dest.		Dest.	
Delivery (calendar days)			7-10 Days		30 Days		N/A		10 Days		10	
Quoted by			Amy Gollinger		Jessica Coen		Stacey Dee		Kevin Brost		Jeannette Cameron	
Minority HUB			No		No		No		No		No	
CMBL			Yes		No		No		No		No	
#		Qty	Unit Price	Ext.Price	Unit Price	Ext.Price	Unit Price	Ext.Price	Unit Price	Ext.Price	Unit Price	Ext.Price
1	KNG-MI50R 136-174 MHz, P25	13	1453.61	18,896.93	1539.64	20,015.32	1500.00	19,500.00	1893.19	24,611.47	1820.00	23,660.00
2	KZA0154, KNG-M150, Factory Inst	13	193.70	2,518.10	192.45	2,501.85	175.00	2,275.00	181.13	2,354.69	227.50	2,957.50
	Total lines 1 & 2			21,415.03		22,517.17		21,775.00		26,966.16		26,617.50
3	KAA0660, w/KAA0638 Install Kit	13	629.79	8,187.27	659.00	8,567.00	730.00	9,490.00	619.97	8,059.61	949.00	12,337.00
4	KAA0636 Cable, 17" KNG-MXXR	13	106.79	1,388.27	99.52	1,293.76	73.40	954.20	93.67	1,217.71	117.65	1,529.45
5	KAA0276 Microphone KNG-M	13	150.50	1,956.50	146.26	1,901.38	133.00	1,729.00	137.66	1,789.58	172.90	2,247.70
6	KNG2-P150, 136-174 MHz, P25	9	1141.16	10,270.44	1148.00	10,332.00	1199.00	10,791.00	1139.15	10,252.35	1946.75	17,520.75
7	KAA0818 VHF Antenna	9	37.58	338.22	27.00	243.00	27.50	247.50	25.74	231.66	32.50	292.50
8	KAA0120 Clamshell	18	45.29	815.22	34.00	612.00	35.75	643.50	33.49	602.82	42.25	760.50
<b>TOTAL</b>			\$ 44,370.95		\$ 45,466.31		\$ 45,630.20		\$ 49,119.89		\$ 61,305.40	

TABULATION SHEET (cont'd pg 2)												
			6		7		9		11		12	
Company			Stallion Oilfield Services		Burgoon							
Address			950 Corbindale Rd. #400		Evco Partners							
City, State			Houston, TX		P.O. Box 77592							
Terms			Net 30		Net 30							
FOB			Dest.		Dest.							
Delivery (calendar days)			21		N/A							
Quoted by			Stephen Monroe		Kyle Griffith							
Minority HUB			No		Yes W/O							
CMBL			No		Yes W/O							
#		Qty	Unit Price	Ext.Price	Unit Price	Ext.Price	Unit Price	Ext.Price	Unit Price	Ext.Price	Unit Price	Ext.Price
1	KNG-MI50R 136-174 MHz, P25	13	2002.00	26,026.00	4133.94	53,741.22	0.00	-	0.00	-	0.00	-
2	KZA0154, KNG-M150, Factory Inst	13	260.00	3,380.00	395.50	5,141.50	0.00	-	0.00	-	0.00	-
3	KAA0660, w/KAA0638 Install Kit	13	1105.00	14,365.00	1649.80	21,447.40	0.00	-	0.00	-	0.00	-
4	KAA0636 Cable, 17" KNG-MXXR	13	143.00	1,859.00	215.83	2,805.79	0.00	-	0.00	-	0.00	-
5	KAA0276 Microphone KNG-M	13	199.00	2,587.00	299.45	3,892.85	0.00	-	0.00	-	0.00	-
6	KNG2-P150, 136-174 MHz, P25	9	1630.00	14,670.00	3384.35	30,459.15	0.00	-	0.00	-	0.00	-
7	KAA0818 VHF Antenna	9	40.00	360.00	56.50	508.50						
8	KAA0120 Clamshell	18	65.00	1,170.00	73.45	1,322.10	0.00	-	0.00	-	0.00	-
Freight					70.00		70.00					
<b>TOTAL</b>			\$ 64,417.00		\$ 119,388.51		\$ -		\$ -		\$ -	

☐ Staff Award Recommendation

Reason for award:

- ☒ Low Bid Meeting Specs  
☐ Sole Source  
☐ Best Value  
☐ Other \_\_\_\_\_

signature \_\_\_\_\_

I certify that no other bids or responses were received

# ATTACHMENT A

## TEXAS A&M FOREST SERVICE

### PURCHASE ORDER

### TERMS AND CONDITIONS

#### 1. REQUIREMENTS OF AWARDED BID

- 1.1 Vendor must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1.2 Vendor must have price per unit shown. Unit prices shall govern in the event of extension errors.
- 1.3 Awarded bid was submitted to the Texas A&M Forest Service (TFS) on or before the hour and date specified for the bid opening.
- 1.4 Late and/or unsigned bids were not considered under any circumstances. Person signing bid must have the authority to bind the firm in a contract.
- 1.5 Awarded bid quoted F.O.B. destination, freight prepaid and allowed unless otherwise stated within the order.
- 1.6 Bid prices are to be firm for TFS acceptance for 30 days from opening date. Cash discounts offered will be taken if earned.
- 1.7 Bid cannot be altered or amended after opening time. Any alterations made before opening time should be initiated by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by TFS Purchasing Office based on a written acceptable reason.
- 1.8 Purchases made for TFS are exempt from the State Sales tax and Federal Excise tax. Do not include tax in quotation. Excise Tax Exemption Certificate will be furnished by TFS upon request.
- 1.9 TFS reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the TFS.
- 1.10 Late, illegible, incomplete, or otherwise non-responsive bids will not be considered.

#### 2. SPECIFICATIONS

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

#### 3. TIE BIDS

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

#### 4. DELIVERY

- 4.1 Delivery shall be within the quoted number of days required to place material in receiving agency's designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates bidder to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded.
- 4.2 If delay is foreseen, vendor shall give written notice to TFS. Vendor must keep TFS advised at all times of order status. Default of promised delivery (without accepted reasons) or failure to meet specifications authorizes TFS to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.
- 4.3 No substitutions permitted without TFS written approval.
- 4.4 Delivery shall be made during normal working hours only, unless prior approval has been obtained from TFS.
- 4.5 Each shipment must be accompanied by a packing slip which shows the TFS Purchase Order number and the description, quantity shipped and any back-ordered quantity for each item shipped. Each package must be clearly marked with the destination address and TFS Purchase Order number.

#### 5. INSPECTION AND TESTS

All goods will be subject to inspection and test by TFS. Authorized TFS personnel shall have access to any supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at the TFS' option, will be returned to the vendor or held for disposition at vendor's expense. Latent defects may result in revocation of acceptance.

#### 6. AWARD OF CONTRACT

A response to this IFB is an offer to contract based upon the terms, conditions and specifications contained herein. Bids do not become contracts until they are accepted through a TFS purchase order. The contract shall be governed, construed and interpreted under the laws of the State of Texas, and as same may be amended. Any legal actions must be filed in Brazos County, Texas.

#### 7. PAYMENT

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

referencing TFS Purchase Order number. TFS will incur no penalty for late payment if made in 30 or fewer days from receipt of goods or services and an uncontested invoice. **TFS will not be liable for payment of invoices received six (6) or more months after receipt of goods/services.**

#### 8. PATENTS OR COPYRIGHTS

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

#### 9. VENDOR ASSIGNMENTS

Vendor hereby assigns to TFS any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967). Inquiries pertaining to quotation must give the quotation number and opening date.

#### 10. BIDDER AFFIRMATION

Signing a bid with a false statement is a material breach of contract and shall void the submitted bid or any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that:

- 10.1 The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted quotation.
- 10.2 The bidder is not currently delinquent in the payment of any franchise tax owed the State of Texas.
- 10.3 Neither the bidder nor the firm, corporation, partnership or institution represented by the bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State, or the Federal Antitrust Laws, (see Section 9 above) nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
- 10.4 Pursuant to Section 2155.004(a) Government Code the bidder has not received compensation for participation in the preparation of the specification for this IFB.
- 10.5 Pursuant to Section 231.006 (d), Family Code, re: child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- 10.6 Pursuant to Section 2155.004(b) Government Code the bidder certifies that the individual or business entity name in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- 10.7 The Contractor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution of performance of this contract.
- 10.8 Bidder agrees that any payment due under this contract will be applied towards eliminating any debt or delinquency, regardless of when it arises, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
- 10.9 Bidder certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies, bidder will complete the following information in order for the bid to be evaluated:  
Name of Former Executive: \_\_\_\_\_  
Name of State Agency: \_\_\_\_\_  
Date of Separation from State Agency: \_\_\_\_\_  
Position with Bidder: \_\_\_\_\_  
Date of Employment with Bidder: \_\_\_\_\_
- 10.10 Bidder agrees to comply with Government Code 2155.4441, pertaining to service contract use of products in the State of Texas.
- 10.11 Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

#### 11. BUSINESS OWNERSHIP

Pursuant to Section 231.006 (c), Family Code, quotation must include name and Social Security Number of each person with at least 25% ownership of the business entity

submitting quotation. Bidders that have pre-registered this information on the TPASS Centralized Master Bidders List have satisfied the requirement. If not pre-registered, attach name & social security number for each person. Otherwise, information must be provided prior to award.

#### 12. NOTE TO BIDDER

Any terms and conditions attached to a bid will not be considered. Such terms and conditions may result in disqualification of the bid.

#### 13. ALTERNATIVE DISPUTE RESOLUTION

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by Texas A&M Forest Service and the Contractor to attempt to resolve any claim for breach of contract made by the contractor:

(a) A contractor's claim for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Texas Government Code. To initiate the process, the contractor shall submit written notice, as required by subchapter B, to Robby DeWitt, Associate Director for Finance and Administration. Said notice shall specifically state the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall be given to all other representatives of Texas A&M Forest Service and the contractor otherwise entitled to notice under the parties' contract. Compliance by the contractor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, Texas Gov't Code.

(b) The contested case process provided in Chapter 2260, subchapter C, of the Texas Government Code is the contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by Texas A&M Forest Service, if the parties are unable to resolve their disputes under this subparagraph (A).

(c) Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by Texas A&M Forest Service nor any other conduct of any representative of Texas A&M Forest Service relating to the contract shall be considered a waiver of sovereign immunity to suit.

(1) The submission, processing, and resolution of the contractor's claim is governed by the published rules adopted by the Office of the Attorney General of the State of Texas pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found under Title 1, Part 3, Chapter 68 of the TAC.

(2) Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the contractor, in whole or in part.

(3) The designated individual responsible on behalf of Texas A&M Forest Service for examining any claim or counterclaim and conducting any negotiations related thereto as required under Title 10, Subchapter B, Section 2260.052 of the Texas Government Code shall be Robby DeWitt, Associate Director for Finance and Administration (979) 458-7300.

#### 14. PUBLIC DISCLOSURE

(a) Bidder acknowledges that Texas A&M Forest Service is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.

(b) Upon Texas A&M Forest Service's written request, bidder will provide specified public information exchanged or created under this Agreement that is not otherwise excluded from disclosure under chapter 552, *Texas Government Code*, to Texas A&M Forest Service in a non-proprietary format acceptable to Texas A&M Forest Service. As used in this provision, "public information" has the meaning assigned Section 552.002, *Texas Government Code*, but only includes information to which Texas A&M Forest Service has a right of access.

(c) Bidder acknowledges that Texas A&M Forest Service may be required to post a copy of the fully executed Agreement on its internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.

#### 15. REHAB ACT, VEVRAA, SECTION 503

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