

VENDOR

PURCHASE ORDER

TEXAS A&M FOREST SERVICE

PURCHASING DEPARTMENT

 Order Date
09/24/2020

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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)
P100138	

 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

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.
SHIP TO:
 TEXAS A&M FOREST SERVICE
HUDSON WAREHOUSE
245 TEXAS FOREST SERVICE LOOP
LUFKIN TX 75904

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

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

Item	Description	Quantity	UOM	Unit Price	Ext Price
	USER REF: 000000-TEF				
1	KNG2-P150 - PORT, G2, VHF, 6W, 5000 CH, 136-174MHZ	200	EA	1,137.990	227,598.00
				TOTAL	227,598.00
	***** NET 30 *****				
	NOTE TO VENDOR: "SHIP TO" AND "INVOICE TO" ADDRESSES MAY DIFFER. FAILURE TO SUBMIT INVOICE TO PROPER ADDRESS MAY RESULT IN DELAYED PAYMENT.				
	BY ACCEPTANCE OF THIS PURCHASE ORDER VENDOR AGREES TO ALL TERMS AND CONDITIONS (AS APPLICABLE) LISTED ON ATTACHED "TEXAS A&M FOREST SERVICE PURCHASE ORDER--ATTACHMENT A".				
	DELIVERY BEYOND 10 DAYS WILL CONSTITUTE CANCELLATION OF THE AWARD.				
	*****IFB TERMS AND CONDITIONS***** ALL SPECIFICATIONS, PRICES, TERMS AND CONDITIONS OF IFB-21-001 SHALL APPLY TO THIS PURCHASE ORDER. VENDOR'S PROPOSAL IS ATTACHED				
	VENDOR QUOTE: IFB-21-001 VENDOR REF: KEVIN BROST AT 979-694-2082				

DCT

Texas A&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 shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

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

THIS ORDER IS NOT VALID UNLESS SIGNED BY THE PURCHASING AGENT


 PURCHASING AGENT FOR

TEXAS A&M FOREST SERVICE

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, 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 AND FORCE MAJEURE**

A response to this IFB is an offer to contract based upon the terms, conditions and specifications contained herein. Bids do not become contracts until they are accepted through a TFS purchase order. The contract shall be governed, construed and interpreted under the laws of the State of Texas, and as same may be amended. Any legal actions must be filed in Brazos County, Texas. The TFS may grant relief from performance of the contract if the vendor is prevented from compliance and performance by the act of war, order of legal authority, act of God, or other unavoidable causes not attributed to the fault or negligence of the contractor. To obtain release on Force Majeure, the vendor must file a written request to the TFS.
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 DeVitt, 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 DeVitt, 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.

INVITATION FOR BID – RETURN SEALED BIDS TO:

BIDDER MUST SIGN BELOW

FAILURE TO SIGN WILL DISQUALIFY BID
 *By signing this quotation, bidder certifies that if a Texas address is shown as the address of the bidder, bidder qualifies as a Texas Bidder as defined in TAC Rule, Title 34, Part 1, Chapter 20, Sub C, 20.32(68).

Kevin Brost
 AUTHORIZED SIGNATURE

TEXAS A&M FOREST SERVICE
 PURCHASING DEPARTMENT
 200 TECHNOLOGY WAY STE 1151
 COLLEGE STATION TX 77845-3424
 PHONE 979-458-7380 FAX 979-458-7387

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Kevin Brost 9/21/2020
 PRINT OR TYPE NAME DATE
 President / CEO
 TITLE
 VENDOR ID NUMBER
 (SEE INSTRUCTIONS 1.7 ON LAST PAGE FOR VENDOR ID NUMBER)
 Command Communications
 COMPANY NAME
 416 Woodline Drive
 ADDRESS
 Spring TX 77386
 CITY STATE ZIP
 979-694-2082 979-696-7438
 PHONE FAX
 Kevin.Brost@cmdcomm.com
 E-MAIL

IMPORTANT NOTICE:

IF BIDDING EACH BID
 MUST BE PLACED IN A
 SEPARATE ENVELOPE
 WITH BID OPENING DATE
 AND BID NUMBER
 ANNOTATED IMMEDIATELY
 BELOW RETURN ADDRESS
 ON SEALED BID
 ENVELOPE.

BIDDER AGREES TO
 COMPLY WITH ALL
 CONDITIONS TO THIS IFB.

BID OPENING: September 22, 2020
 @ 2:00 p.m. CST

BID NO: IFB-21-001

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

DESTINATION OF GOODS

Texas A&M Forest Service
 ATTN Kirk Risinger
 245 Texas Forest Service Loop
 Lufkin, TX 75904

Item	Description	Quantity	UOM	Unit Price	Ext Price
	<p>When mailing in bids, bid number and bid opening date must be indicated on the lower left corner of the envelope.</p> <p>Faxed bids will be accepted only at the number indicated at the top of this form.</p> <p>Class and Item Code: 726-88, 726-89, & 726-90</p> <p>ATTENTION</p> <p>Only bids on items conforming exactly to these specifications will be considered in determining an award.</p> <p>"Conforming exactly to these specifications" includes bidding only the brand name(s), make(s) and model number(s) as may be specified on this bid invitation.</p> <p>GENERAL</p> <p>Charles Tice may be e-mailed at ctice@ifs.tamu.edu or telephoned, 325-261-2712 for clarification of technical specifications only. Danielle Toler may be e-mailed at danielle.toler@ifs.tamu.edu or telephoned, 979-458-7380 for general questions regarding this Invitation For Bid (IFB).</p> <p>No authority is intended or implied that specifications may be changed or amended except as authorized by written addendum from the Texas A&M Forest Service (TFS) Purchasing Department.</p>				

Check below to claim preference under TAC Rule 20.38
☐ Supplies, materials or equipment, produced in TX (offered by TX bidder)
☐ Agriculture products produced or grown in TX
☐ Agriculture products and services offered by TX bidder
☐ USA produced supplies, materials or equipment
☐ Products of persons with mental or physical disabilities
☐ Vendors that meet or exceed air quality standards
☐ Goods produced or offered by service-disabled veterans
☐ Manufacturer that has recycle program for computer equipment

☐ Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
☐ Energy efficient products
☐ Rubberized asphalt paving material
☐ Recycled motor oil and lubricants
☐ Products produced at facilities located on formerly contaminated property
☐ Products and services from economically depressed or blighted areas
☐ Contractor providing foods of higher nutritional value

Delivery in 10 days Cash Discount N/A % N/A days

INVITATION FOR BID – RETURN SEALED BIDS TO:

TEXAS A&M FOREST SERVICE
PURCHASING DEPARTMENT
200 TECHNOLOGY WAY STE 1151
COLLEGE STATION TX 77845-3424
PHONE 979-458-7380 FAX 979-458-7387

BID OPENING: September 22, 2020 @ 2:00 p.m. CST

BID NO: IFB-21-001

VENDOR: _____

Item	Description	Quantity	UOM	Unit Price	Ext Price
	ITEM/BID				
1	KNG2-P150 - PORT, G2, VHF, 6W, 5000 CH, 136-174MHZ Bendix King Only (No Substitutions)	200	EA	\$ 1,137.99	\$ 227,598.00
2	KAA0818 - ANTENNA, VHF, 150-170MHZ, SMA, KNG-P150 Bendix King Only (No Substitutions)	230	EA	\$ 26.95	\$ 6,198.50
3	KAA0120 - BATTERY CLAMSHELL, "AA" CELL HOLDER, KNG-P150 Bendix King Only (No Substitutions)	230	EA	\$ 33.95	\$ 7,808.50
4	KAA0303-1 - CHARGER, DESK TOP, 1-BAY, KNG Bendix King Only (No Substitutions)	210	EA	\$ 111.49	\$ 23,412.90
5	KAA0103 - BATTERY PACK, LI-ION, 2300MAH Bendix King Only (No Substitutions)	230	EA	\$ 88.49	\$ 20,352.70
6	KAA0400 - BELT CLIP FOR KNG Bendix King Only (No Substitutions)	50	EA	\$ 13.49	\$ 674.50
GRAND TOTAL \$					\$ 286,045.10
QUOTE F.O.B. DESTINATION, FREIGHT PREPAID AND ALLOWED					
*Delivery (specify on page 2 – highlighted)					
TERMS AND CONDITIONS: FOLLOWING ITEMS APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF BID ANY EXCEPTIONS THERETO MUST BE IN WRITING					
<u>Notice: Bidders are cautioned to carefully read all parts of this bid invitation and to ensure all requested bidder information is completed.</u>					

Toler, Danielle

From: Kevin Brost <kevin.brost@cmdcomm.com>
Sent: Wednesday, September 23, 2020 10:53 AM
To: Toler, Danielle
Subject: RE: IFB-21-001 Mobile Radios Bid

We were told by BK as of late last week this was the expected delivery days, dropped shipped to TFS. As you can see from their bid, they also stated 10 days, which reaffirms our stated date. So as long as BK holds up their end of the deal, this should still be valid. You will not get them any faster from BK vs. us since they are being dropped shipped from the same location.

Thanks,

Kevin Brost - CEO
Command Communications
416 Woodline Drive
Spring, TX 77386
1-877-263-2666- Phone
1-866-929-4585- Fax

From: Toler, Danielle <Danielle.Toler@tfs.tamu.edu>
Sent: Wednesday, September 23, 2020 9:51 AM
To: Kevin Brost <kevin.brost@cmdcomm.com>
Subject: IFB-21-001 Mobile Radios Bid

Good morning Kevin,

We are looking to award line 1 to Command Communications for (200) of PN: KNG2-P150, but first I am wanting to confirm the delivery time with you for these radios. You quoted delivery in 10 days. On the last IFB-20-008 you also quoted a delivery of 10 days, but it took 47 days for TFS to receive those items. Whatever the reason for that delay was, TFS will not be able to accept that again. The end users cannot wait that long for these 200 radios to come in.

Can you please confirm that the delivery of line item 1 (200 of KNG2-P150) will indeed be delivered in 10 days? Delivery beyond 10 days will constitute cancellation of the award and that line item will be placed on order with another vendor.

Please let me know if you have any questions.

Thank you!
Danielle Toler
Buyer



Purchasing Department
200 Technology Way, Suite 1151
College Station, TX 77845