

VENDOR

# PURCHASE ORDER

## TEXAS A&M FOREST SERVICE

### PURCHASING DEPARTMENT

 Order Date  
07/23/2021

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)
P100427	

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

VENDOR
18703925800 ROBOTRONICS INC 1610 W 1600 S SPRINGVILLE, UT 84663-3057

 ALL TERMS AND  
CONDITIONS SET  
FORTH IN OUR BID  
INVITATION BECOME  
A PART OF THIS  
ORDER.
**INVOICE TO:**
 TEXAS A&M FOREST SERVICE  
 FRP--MITIGATION & PREVENTION  
 200 TECHNOLOGY WAY, SUITE 1162  
 COLLEGE STATION TX 77845-3424
**SHIP TO:**
 TEXAS A&M FOREST SERVICE  
 MITIGATION AND PREVENTION  
 481 TEXAS FOREST SERVICE LOOP  
 BLDG A467  
 LUFKIN TX 75904-0310

 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-DAPT				
1	SPEAKING ROBOTRONIC SMOKEY BEAR IN WHITE MOBILE TRUCK, VENDOR LICENSED BY FEDS item # 100303 Per attached quotation.	1	EA	11,104.000	11,104.00
2	Estimated shipping cost for item # 100303 Per attached quotation.	1	EA	375.000	375.00
				TOTAL	11,479.00
	***** 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.				
	SOLE SOURCE PROVIDER OF COPY PROTECTED SMOKEY BEAR EQUIPMENT/APPARATUS. STANDARD AGENCY P.O. TERMS AND CONDITIONS SHALL APPLY. VENDORS QUOTE IS ATTACHED.				
	VENDOR QUOTE: 06/22/2021 VENDOR REF: MARK SCHNECK AT 800-762-6876 EX20				

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.

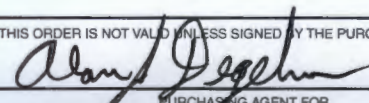
 IN ACCORDANCE WITH YOUR BID, SUPPLIES/EQUIPMENT MUST BE PLACED IN THE  
 DEPARTMENT RECEIVING ROOM BY

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 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&amp;M FOREST SERVICE







**Applicable Law.** The laws of the State of Utah shall be applicable to all suits arising under any agreement between Robotronics and the Customer. The terms, conditions, provisions, validity, interpretation, and enforcement of this order agreement shall also be governed by the laws of the State of Utah.

**Prices/Taxes.** All prices on this order, or any quotation by Robotronics are for immediate acceptance and are subject to change without notice at any time prior to acceptance and shipment by Robotronics. All federal, state, local, sales, use, or other taxes are in addition to the prices stated and will be paid by the Customer. Sales tax is charged to non-exempt Utah customers only at the current rate required by local and state government. If Customer is required to pay sales tax, they will need to pay it directly to their own State under the laws of their State.

**Payment Terms.** After receiving a completed order form and an approved purchase order, Robotronics will bill order to towns, district, and government agencies with payment due 30 days after invoice date. All other organizations require a completed order form and one half down payment with the balance due upon delivery of the product(s). Custom work, custom robots, or imprinted material will be paid in full, 100 percent, before the start of the work has begun.

All payments must be in US funds drawn on a US bank or clearinghouse. International payments must be made by bank draft or international money order through a US bank or clearing house. International Visa, MasterCard and American Express payments will also be accepted in US funds. Direct bank transfers are also available.

The purchase price and all taxes, freight charges, and other amounts are due and will be paid by Customer in cash, to be received by Robotronics in Springville, Utah, within terms of the invoice. All orders are subject to shipment in whole or in part at the option of Robotronics. Each shipment is subject to immediate invoicing, and payment for each invoice shall be made to be received within terms of invoice.

If the statement of account remains unpaid beyond the due date, the Customer agrees to pay all service charges and interest at the maximum rate permitted by law. If the account is referred to a collection agency or an attorney, the Customer agrees to pay all costs and expenses of any collection activities, including reasonable attorney fees both before and after suit. An additional fee of \$10 will be charged on each check or credit card charge returned.

The Customer also authorizes Robotronics to investigate the Customer listed herein pertaining to their credit and financial responsibility. If, at any time, Robotronics deems the financial responsibility of Customer unsatisfactory, Robotronics may require payment in advance or on delivery. If Customer fails to comply with terms of payment, Robotronics may withhold further deliveries or cancel the unfilled portion of any order, and all unpaid accounts shall become immediately due and payable.

**Shipment/Risk of Loss.** All risk of loss or damage to the goods and all other incidence of title and ownership shall pass to the Customer upon delivery to the carrier at Robotronics' shipping point, and such delivery shall constitute delivery to Customer even though a right might exist with the Customer to reject the goods or the Customer revokes acceptance of the goods. For all orders outside of the contiguous US, additional shipping costs apply. For foreign orders, all costs including airport and brokerage fees, import duties, taxes, and all other charges other than shipping costs are the responsibility of the customer.

Shipping dates or time of arrival of shipment at destination are not guaranteed by Robotronics. Robotronics shall not be liable for any delays or defaults in making shipment. In event of shipment delay, if Robotronics and Customer do not mutually agree in writing to cancel the order for the item involved, the shipping date automatically shall be extended to the date that Robotronics is able to ship. The method of shipment will be at Robotronics option. Customer is responsible for furnishing labor and equipment for unloading as required by the carrier.

**Cancellations.** Customer's order and this agreement are not subject to cancellation, return, or back charge, or change in specifications, shipping schedule, or other conditions without Robotronics' written consent.

**Returns.** No goods may be returned, nor will any credit be allowed without first obtaining prior approval by Robotronics. Only standard stock goods, with the exception of magic items, returned with Robotronics consent will be credited, less the cost of handling and freight costs involved. All returns are subject to a restocking charge at the discretion of Robotronics.

Products not normally stocked by Robotronics, including custom orders, will not be accepted for credit.

**Claims/Remedies.** Any claims or exceptions by Customer for defective product must be made within 10 days after receipt of the product. Customer shall retain the product asserted to be defective and provide Robotronics any opportunity to investigate. Claims for damaged product ordinarily must be made by Customer to the carrier.

Any claim by Customer against Robotronics for shortage or damage must be made within 10 days after receipt of product. All settlements must be made in writing by agreement between both Robotronics and the Customer.

Robotronics shall not, in any event, be liable for the cost of any labor expended on any such goods or for any special, direct, indirect, or consequential damages to Customer or any third party.

**Warranties.** Robotronics makes no warranty of any kind whatsoever expressed or implied, and all implied warranties are hereby disclaimed by Robotronics and excluded from this agreement. Warranties other than Robotronics' published warranty must be in writing by Robotronics and are specific to the individual purchase that the warranty relates to. For robots, Robotronics offers a 12-Month warranty on all parts and labor; Customer pays shipping one way. Work performed by an outside source will void the warranty as Robotronics will not guaranty work done by unauthorized individuals or businesses. Charges incurred by these outside businesses or individuals will not be paid by Robotronics under this warranty agreement. All parts needing to be returned as part of this warranty agreement will require a proof of delivery if not received by Robotronics.

**Entire Agreement/Modification.** This agreement constitutes the sole and entire agreement between Customer and Robotronics with respect to the goods specified on the face of this order form, and none of the terms and conditions herein may be added to, deleted, modified, or altered except by written instrument signed by an officer of Robotronics. There are no oral representations or agreements related to this agreement which are not fully expressed herein.

Any quotation by Robotronics and all sales are subject to the terms and conditions stated herein, and Customer is conclusively presumed to have accepted these terms and conditions.

Shipment by Robotronics and acceptance of the products by the Customer shall be conclusively deemed to be subject to all of the terms and conditions listed in this agreement.

In the event that the Customer has submitted a purchase order or form stating terms or conditions additional to or different from these terms and conditions or if the purchase order or form expressly limits the terms and conditions of this agreement, then Robotronics, accepting this order form signed by the Customer, shall override any additional, different, or limiting terms and will accept only this agreement with its terms and conditions without modification, addition, or alteration. Under these circumstances, the failure of Customer to deliver notification of objection to these terms and condition of sale within a reasonable time shall be deemed an acceptance of these terms and conditions and a contract shall be deemed formed only upon such terms and conditions.

In any event, and regardless of any other terms and conditions stated by Customer, Customer's acceptance of the products covered hereby shall be conclusively deemed to be subject to the terms and conditions herein, including those which may be in addition to or different than any contained in any other order or form submitted by Customer.

# 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 60 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 AND FORCE MAJURE

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