

VENDOR

PURCHASE ORDER

TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT

 Order Date
08/05/2021

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)
P100443	

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

VENDOR
12743335902 SIDDONS MARTIN EMERGENCY GROUP LLC 12717 BELTEX DRIVE MANOR, TX 78653

 ALL TERMS AND
CONDITIONS SET
FORTH IN OUR BID
INVITATION BECOME
A PART OF THIS
ORDER.

INVOICE TO:
TEXAS A&M FOREST SERVICE FRP--CAPACITY BUILDING 200 TECHNOLOGY WAY, SUITE 1162 COLLEGE STATION TX 77845-3424
SHIP TO:
TEXAS A&M FOREST SERVICE LUFKIN-FRP RURAL FIRE DEFENSE 481 TEXAS FOREST SERVICE LOOP BLDG A456 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-GSC				
1	Spec 4839, three vc515, 4 door, diesell, 4x4 Rescue-side Type 3 Brush Trucks Delivery within 11-12 months of order date BUYBOARD fee included in final price (Houston FD, North Lake Travis (ESD#1), Bexar County ESD #7)	3	EA	228,557.000	685,671.00
2	Truck tool supplies and equipment per attached quote.	3	LOT	17,862.380	53,587.14
				TOTAL	739,258.14
	***** 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.				
	REFERENCE BUYBOARD CONTRACT #571 - 18 AS QUOTED BY JEFF DORAN 07/22/2021 (COPY ATTACHED)				
	VENDOR QUOTE: BB#571-18 VENDOR REF: JEFF DORAN AT 281-442-6806 PHONE: 512-272-8484				

AJD

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.

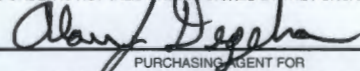
 IN ACCORDANCE WITH YOUR BID, SUPPLIES/EQUIPMENT MUST BE PLACED IN THE
DEPARTMENT RECEIVING ROOM BY

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

CONTRACT PRICING WORKSHEET			
Buy Board Contract 571-18		for motor vehicles only	
		Contract No.: 571-18	Date: 7/22/2021
Agency:	TIFMAS	Contractor:	Siddons-Martin Emergency Group
Contact:	Guy Duncan	Prepared:	Jeff Doran
Phone:	979-218-2404	Phone:	281-442-6806
Fax:	N/A	Fax:	
Email:	gduncan@tfs.tamu.edu	Email:	jdoran@siddons-martin.com
Prod. Code:	45	Wildland 500 tank, 400 gpm diesel driven pump with foam	
A. Product Item Base Unit Price Per Contractor's Buy Board Contract:			\$ 381,906.00
B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.			
Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	\$ (59,861.00)
		Subtotal B:	\$ (59,861.00)
Total Published Options			\$ 322,045.00
C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.			
Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	\$ (61,171.56)
		Subtotal C:	\$ (61,171.56)
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).			-19%
D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)			
Description	Cost	Description	Cost
		Subtotal D:	\$ -
E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D)			\$ 260,873.44
Quantity Ordered:	3	X Subtotal of A + B + C + D:	260873.44
		=	Subtotal E: \$ 782,620.32
F. Buy Board Fee Calculation (From Current Fee Tables)			Subtotal F: \$ 1,500.00
Description	Cost	Description	Cost
Contract Discount	\$ (44,862.18)		
Subtotal of column	\$ (44,862.18)	Subtotal of Column	\$ -
			Subtotal G: \$ (44,862.18)
Delivery Date: 11 - 12 Months ARO		H. Total Purchase Price (E+F+G): \$ 739,258.14	

Option Number	Qty	Description	Published Options	Unpublished Options
101	(1)	Add Frame liner Commercial	-\$1,137.00	
120	1	Aluminum Wheels Commercial (Split Rear)	\$1,013.00	
194	(1)	Upgrade Freightliner M2-106 to M2-112	-\$43,296.00	
350	(2)	2.5" Discharge	-\$3,792.00	
356	(1)	Extenda-gun 12"	-\$4,279.00	
1362	1	Credit M-2 to International CV515		-\$16,723.94
100259	1	Foam system, Scotty #4171, Through-the-pump, Built-in, Aux Pump	\$1,048.00	
100261	(1)	Foam System, FoamPro, 1601, Class A	-\$9,418.00	
504675	1	Credit Wildland Pumper Body to Rescue Side		-\$48,141.00
511983	1	Credit Ladder Mtg, (3) 4.00" HSH, in Hose Bed, Enclosed, Wildland		-\$2,189.00
561199	1	Credit Pump House, Side Control, 32.50"		-\$11,980.00
1363	1	Additional Equipment per quoted contract lis		\$17,862.38
Base Bid			\$ 381,906.00	
Published Options			\$ (59,861.00)	
Total with Published Options			\$ 322,045.00	
Unpublished Options			\$ (61,171.56)	-18.99%
Total Options including Fee			\$ 260,873.44	



Siddons-Martin Emergency Group
3500 Shelby Lane
Denton TX USA 76207
Phone #:(940) 382-9600
Fax #:(940) 382-9605

Estimate Number: 14001921



Ticket Date: 7/21/2021
Cashed Out Date:
Parts Employee: (A01Z) Jacob Ventra

PARTS - ESTIMATE

Remit To: PO Box 679827 Dallas, TX 75267-9827

Texas A&M Forest Service
P.O. Box 310
Lufkin TX 75902

1000728 Work: (979) 458-6640

Ship To:

PO #: TIFMAS 2021

Part #	Description	Drop Shipped	Qty	Retail Price	Savings	Selling Price	Extended Discount	Extended Price
769-10004 32	Deluxe Chainsaw Chaps 32" Stanco	<input type="checkbox"/>	3.00	\$254.99	\$0.00	\$254.99	\$0.00	\$764.96
AC-1	ZICO WHEEL CHOCK	<input type="checkbox"/>	6.00	\$61.43	\$0.00	\$61.43	\$0.00	\$368.55
MSTR-P	PUMP, MINI-STRIKER® 2.5 HP PORTAB	<input type="checkbox"/>	3.00	\$1,443.75	\$0.00	\$1,443.75	\$0.00	\$4,331.25
770-64501	Drip Torch- 1.25 Gallon, RED	<input type="checkbox"/>	3.00	\$185.88	\$0.00	\$185.88	\$0.00	\$557.65
B01M0MWXOZ	M2 BASICS 300 Piece First Aid Kit	<input type="checkbox"/>	3.00	\$37.35	\$0.00	\$37.35	\$0.00	\$112.05
10038-25BXGRA	25ft, 3/8" Tow Chain	<input type="checkbox"/>	3.00	\$196.25	\$0.00	\$196.25	\$0.00	\$588.75
35R2525-H51	KOCHEK DBL FEMALE 2.5", NATURAL	<input type="checkbox"/>	3.00	\$32.24	\$0.00	\$32.24	\$0.00	\$96.71
36R2525-H51	KOCHEK 2.5" NH, DBL MALE, NATURA	<input type="checkbox"/>	3.00	\$22.49	\$0.00	\$22.49	\$0.00	\$67.46
P251-10-A52	KOCHEK 2.5" LH, F X 2.5" LH M, PVC SI	<input type="checkbox"/>	6.00	\$176.61	\$0.00	\$176.61	\$0.00	\$1,059.68
P152-10-H50	KOCHEK HARD SUCTION 1.5" RL X 10F	<input type="checkbox"/>	6.00	\$70.30	\$0.00	\$70.30	\$0.00	\$421.80
852-51201	Foot Valve Strainer 1.5 NH Aluminum	<input type="checkbox"/>	3.00	\$122.14	\$0.00	\$122.14	\$0.00	\$366.41
37R11P-H51	KocheK 1" NH RL Female x 1" NPSH Male,	<input type="checkbox"/>	12.00	\$18.55	\$0.00	\$18.55	\$0.00	\$222.60
37R1P-G-H51	1" NPSH FEMALE X 3/4" GHT M, NATU	<input type="checkbox"/>	12.00	\$16.86	\$0.00	\$16.86	\$0.00	\$202.35
37R151P-H51	ADAPTER, 1.5" M NH X 1" F NPSH	<input type="checkbox"/>	18.00	\$27.00	\$10.12	\$16.88	\$0.00	\$303.75
BS25-P09	KOCHEK BARREL STRAINER, 2.5" NH	<input type="checkbox"/>	3.00	\$97.30	\$0.00	\$97.30	\$0.00	\$291.90
37R1525-H51	KOCHEK 1.5"F X 2.5" M, NATURAL COI	<input type="checkbox"/>	3.00	\$25.86	\$0.00	\$25.86	\$0.00	\$77.59
859-15204	3/4" GHT Gated Wye	<input type="checkbox"/>	18.00	\$13.80	\$0.00	\$13.80	\$0.00	\$248.45
37R15P15-H51	1.5" NPSH-F to 1.5" NH-M, NAT HARDCC	<input type="checkbox"/>	6.00	\$15.18	\$0.00	\$15.18	\$0.00	\$91.05
37RG1P-H51	3/4" GH-F X 1" NPSH-F, NAT HARDCOA	<input type="checkbox"/>	3.00	\$14.70	\$0.00	\$14.70	\$0.00	\$44.10
37R1P15-H51	1" NPSH-F X 1.5" NH-M, NATURAL HAR	<input type="checkbox"/>	6.00	\$16.86	\$0.00	\$16.86	\$0.00	\$101.18
35R1P1P-H51	1" NPSH, DBL F. NAT HARDCOAT	<input type="checkbox"/>	3.00	\$23.10	\$0.00	\$23.10	\$0.00	\$69.30
36R1P1P-H51	1" NPSH, DBL Male	<input type="checkbox"/>	3.00	\$17.43	\$0.00	\$17.43	\$0.00	\$52.28

Parts Total:	\$51,087.14
Core Total:	\$0.00
Freight Total:	\$2,500.00
Sublet Total:	\$0.00
Labor Total:	\$0.00
Other Charges:	\$0.00
Shop Supplies:	\$0.00
Sub Total:	\$53,587.14

Discount Total:	\$0.00
Ext Price:	\$53,587.14
Sales Tax:	\$0.00
Total:	\$53,587.14
Deposits:	\$0.00
Amount Due:	\$53,587.14
Amt Tendered:	\$0.00
Chg Returned:	\$0.00

As our customer, you just saved: **\$182.16**

DISCLAIMER OF WARRANTIES - Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. NO RETURNS ON ELECTRICAL ITEMS. NO RETURNS WITHOUT SALES RECEIPT. RESTOCKING CHARGE OF 20% ON NON-STOCK ITEMS!



Siddons-Martin Emergency Group
3500 Shelby Lane
Denton TX USA 76207
Phone #:(940) 382-9600
Fax #:(940) 382-9605

Estimate Number: 14001921



Ticket Date: 7/21/2021
Cashed Out Date:
Parts Employee: (A01Z) Jacob Ventra

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1000728 Work: (979) 458-6640

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PO #: TIFMAS 2021

35R1515-H51	KOCHEK DBL FEMALE 1.5", NAT HARD	<input type="checkbox"/>	6.00	\$25.79	\$0.00	\$25.79	\$0.00	\$154.73
36R1515-H51	KOCHEK DBL MALE 1.5", NAT HARD	<input type="checkbox"/>	3.00	\$18.11	\$0.00	\$18.11	\$0.00	\$54.32
37R1PG-H51	1" NPSH-F X 3/4" GHT-M, NATURAL HC	<input type="checkbox"/>	9.00	\$16.86	\$0.00	\$16.86	\$0.00	\$151.76
T-1NP-1NP	1" NPSH-F X 1" NPSH-M X 1" NPSH-M, V	<input type="checkbox"/>	12.00	\$49.45	\$0.00	\$49.45	\$0.00	\$593.40
T-15NH-1NP	1.5" NH-F X 1.5" NH-M X 1" NPSH-M, W/	<input type="checkbox"/>	12.00	\$49.45	\$0.00	\$49.45	\$0.00	\$593.40
TV-15NH-1NP	1.5" NH-F X 1.5" NH-M X 1" NPSH- W/V.	<input type="checkbox"/>	6.00	\$68.28	\$0.00	\$68.28	\$0.00	\$409.65
11153	1.5" NH-F, AUTOMATIC CHECK AND BI	<input type="checkbox"/>	3.00	\$161.25	\$0.00	\$161.25	\$0.00	\$483.75
15X969	Brass/Metal Shut Off, GHT Connection	<input type="checkbox"/>	15.00	\$15.05	\$4.76	\$10.29	\$0.00	\$154.31
853-30701-1 NH	1" Shut Off 1201, 1 NH	<input type="checkbox"/>	3.00	\$172.08	\$0.00	\$172.08	\$0.00	\$516.23
853-30701-1.5 NH	1.5" Shut Off, 1.5" NH	<input type="checkbox"/>	3.00	\$184.83	\$0.00	\$184.83	\$0.00	\$554.48
5158150OR	Access Line Orange 150FT	<input type="checkbox"/>	3.00	\$268.75	\$0.00	\$268.75	\$0.00	\$806.25
801214	ROPE BAG, RED	<input type="checkbox"/>	3.00	\$48.75	\$0.00	\$48.75	\$0.00	\$146.25
DS1040BCP	BUBBLE CUP W/GRIP 1", 100PSI, 10&40	<input type="checkbox"/>	3.00	\$300.38	\$0.00	\$300.38	\$0.00	\$901.13
FQS125PS	QUADRAFOG W/GRIP 1.5"NH, 125gpm @	<input type="checkbox"/>	3.00	\$681.75	\$0.00	\$681.75	\$0.00	\$2,045.25
TT300 NST	1" Wildland Nozzle Straight Stream & Fog	<input type="checkbox"/>	3.00	\$345.63	\$0.00	\$345.63	\$0.00	\$1,036.88
851-35101 1 NP	Hose 100 Supply Fireboss, Mercedes Textile	<input type="checkbox"/>	24.00	\$159.32	\$0.00	\$159.32	\$0.00	\$3,823.73
853-30401 1 NP	Nozzle Dual Range (10 / 30 GPM), S & H P	<input type="checkbox"/>	12.00	\$92.38	\$0.00	\$92.38	\$0.00	\$1,108.61
853-31101	MOP UP APPLICATOR W/ TIP	<input type="checkbox"/>	6.00	\$112.58	\$0.00	\$112.58	\$0.00	\$675.45
853-31051	MOP UP NOZZLE	<input type="checkbox"/>	12.00	\$11.68	\$0.00	\$11.68	\$0.00	\$140.13
WV-1NP-1NP	GATED WYE, 1" NPSH X 1" NPSH	<input type="checkbox"/>	12.00	\$191.30	\$0.00	\$191.30	\$0.00	\$2,295.60
851-35201 100	Hose Myti-Flo Mop Up, Mercedes Textiles,	<input type="checkbox"/>	24.00	\$95.57	\$0.00	\$95.57	\$0.00	\$2,293.73
WV-15NH-15NH	Wye, Gated, 1.5" NH x 1.5" NH (2)	<input type="checkbox"/>	12.00	\$227.58	\$0.00	\$227.58	\$0.00	\$2,730.90
651-24301	COMBI TOOL, 42", COUNCIL TOOLS	<input type="checkbox"/>	6.00	\$143.95	\$0.00	\$143.95	\$0.00	\$863.70
WV-15NH-1NP	WYE, 1.5" NH X 1" NPSH	<input type="checkbox"/>	3.00	\$226.25	\$0.00	\$226.25	\$0.00	\$678.75

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Core Total:	\$0.00
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Sales Tax:	\$0.00
Total:	\$53,587.14
Deposits:	\$0.00
Amount Due:	\$53,587.14
Amt Tendered:	\$0.00
Chg Returned:	\$0.00

As our customer, you just saved: **\$253.56**

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659-25251	FOREST FIRE SHOVEL, J-450 PONY, JAC	<input type="checkbox"/>	9.00	\$74.32	\$0.00	\$74.32	\$0.00	\$668.89
MCLF	MCCLOUD W/ FIBERGLASS	<input type="checkbox"/>	3.00	\$62.50	\$0.00	\$62.50	\$0.00	\$187.50
250-12051	FIRE SHELTER, NEW GENERATION, RE	<input type="checkbox"/>	12.00	\$464.26	\$0.00	\$464.26	\$0.00	\$5,571.11
604-30251 BLACK	Operators Shelter Pack	<input type="checkbox"/>	12.00	\$78.57	\$0.00	\$78.57	\$0.00	\$942.86
CM-2	CONNECTION Mallet, DEAD BLOW	<input type="checkbox"/>	3.00	\$17.50	\$0.00	\$17.50	\$0.00	\$52.50
31030	24" Rigid Pipe Wrench	<input type="checkbox"/>	3.00	\$79.98	\$0.00	\$79.98	\$0.00	\$239.93
31020	Rigid 14" Pipe Wrench	<input type="checkbox"/>	3.00	\$35.93	\$0.00	\$35.93	\$0.00	\$107.78
104	DBL END HOLE TYPE, SPANNER	<input type="checkbox"/>	6.00	\$15.44	\$0.00	\$15.44	\$0.00	\$92.63
PUL-AXE	PULASKI AXE FIBERGLASS HANDLE	<input type="checkbox"/>	6.00	\$56.25	\$0.00	\$56.25	\$0.00	\$337.50
P639	REFLECTOR KIT	<input type="checkbox"/>	3.00	\$35.00	\$0.00	\$35.00	\$0.00	\$105.00
B001BQ49YU	CHANNELOCK 85 PLIERS	<input type="checkbox"/>	6.00	\$36.19	\$0.00	\$36.19	\$0.00	\$217.13
SHF-10	SLEDGE HAMMER, 10#, FHU	<input type="checkbox"/>	3.00	\$40.63	\$0.00	\$40.63	\$0.00	\$121.88
AX402	EXTG 5# ABC (3A:40B:C), NO BRACKET	<input type="checkbox"/>	3.00	\$77.48	\$0.00	\$77.48	\$0.00	\$232.43
U235	COLLAPSIBLE BACK PUMP	<input type="checkbox"/>	6.00	\$168.75	\$0.00	\$168.75	\$0.00	\$1,012.50
603-92707	True North Dozer Chest Harness	<input type="checkbox"/>	12.00	\$61.57	\$0.00	\$61.57	\$0.00	\$738.86
26RS81	20" Chain for MS462	<input type="checkbox"/>	9.00	\$45.94	\$0.00	\$45.94	\$0.00	\$413.44
06176-1450C	Honda 06176-1450C No-Spill Can, 5 Gal	<input type="checkbox"/>	3.00	\$42.49	\$0.00	\$42.49	\$0.00	\$127.46
DP15-800PU-50-Y-ARN	Keylite 1.5", 50Ft, Yellow, ARN threads	<input type="checkbox"/>	15.00	\$140.63	\$0.00	\$140.63	\$0.00	\$2,109.38
DP25-800-50-Y-ARN	Hose, 2.5", 50 , Yellow, ARN Couplings	<input type="checkbox"/>	3.00	\$213.75	\$0.00	\$213.75	\$0.00	\$641.25
DP25-800-25-Y-ARN	Hose, 2.5", 25, Yellow, ARN Threads	<input type="checkbox"/>	3.00	\$158.75	\$0.00	\$158.75	\$0.00	\$476.25
MAX-69	30" HEAVY DUTY BOLT CUTTER	<input type="checkbox"/>	3.00	\$62.49	\$0.00	\$62.49	\$0.00	\$187.46
FSC	WILDLAND HOSE CLAMP, 1" & 1.5" HO	<input type="checkbox"/>	18.00	\$86.92	\$0.00	\$86.92	\$0.00	\$1,564.49
B000YWDZWO	GREEN RUCK SACK, FOX OUTDOOR	<input type="checkbox"/>	24.00	\$53.61	\$0.00	\$53.61	\$0.00	\$1,286.70
FRT	FREIGHT	<input type="checkbox"/>	1.00	\$2,500.00	\$0.00	\$2,500.00	\$0.00	\$2,500.00

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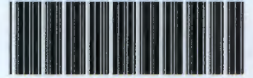
As our customer, you just saved: **\$253.56**

DISCLAIMER OF WARRANTIES - Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. NO RETURNS ON ELECTRICAL ITEMS. NO RETURNS WITHOUT SALES RECEIPT. RESTOCKING CHARGE OF 20% ON NON-STOCK ITEMS!



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1000728 Work: (979) 458-6640

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PO #: TIFMAS 2021

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Sales Tax:	\$0.00
Total:	\$53,587.14
Deposits:	\$0.00
Amount Due:	\$53,587.14
Amt Tendered:	\$0.00
Chg Returned:	\$0.00

As our customer, you just saved: **\$253.56**

DISCLAIMER OF WARRANTIES - Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. NO RETURNS ON ELECTRICAL ITEMS. NO RETURNS WITHOUT SALES RECEIPT. RESTOCKING CHARGE OF 20% ON NON-STOCK ITEMS!

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.