

# PURCHASE ORDER

VENDOR

TEXAS A&M FOREST SERVICE  
PURCHASING DEPARTMENTOrder Date  
08/30/2021

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)
P100476	

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

VENDOR
14808318862 LANDOLL CORPORATION 1900 NORTH STREET MARYSVILLE, KS 66508-0469

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

INVOICE TO:
TEXAS A&M FOREST SERVICE FRP--ASSOCIATE DIRECTOR 200 TECHNOLOGY WAY, SUITE 1162 COLLEGE STATION TX 77845-3424
SHIP TO:
TEXAS A&M FOREST SERVICE MERKEL OFFICE 1610 N 1ST STREET MERKEL TX 79536

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
1	USER REF: 000000-LNM 2022 327C Short Well 18' per attached quote # LQ20210726SK01	1	EA	99,015.410	99,015.41
				TOTAL	99,015.41
	***** 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 GSA CONTRACT NUMBER 47QMC21D000C SHALL PREVAIL OVER THIS PURCHASE. VENDORS PROPOSAL IS ATTACHED.  VENDOR QUOTE: GSA VENDOR REF: SUSAN KOSAR AT 785-562-4729 PHONE: 785-562-5381				

AJD

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

FOB: DESTINATION FRT INCLUDED

Terms:

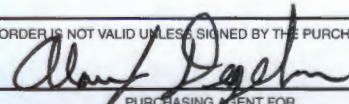
FAILURE TO DELIVER - If the vendor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without  
giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the State reserves the right to purchase  
specified supplies 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

Landoll Company, LLC  
OEM/Government Dept  
1900 North Street  
Marysville, KS 66508  
Website: [www.landoll.com](http://www.landoll.com)  
Phone: (785) 562-5381



Alan Degelman  
Incident Response Fleet Services  
200 Technology Way, Suite 1162  
College Station TX 77845

**Government Acquisitions**

GSA 47QMCA21D000C  
Cage: 65459  
Duns: 03331051  
TIN: 480831886  
ISO: 9001:2015

**LANDOLL QUOTE LQ20210801SK01**

Landoll Corporation specializes in trailers, material-handling equipment, agriculture equipment and pull type scrapers/graders. We appreciate your interest in the **Landoll Model 327 Detach Trailer** and look forward to doing business with you!

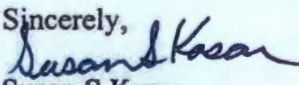
Please review the attached quote to insure we have added all the option discussed over the last few months.

The base model for this trailer is on the GSA contract (PS-0005 Modification) The option engineered specifically for your application are not on GSA. These options are marked "open market" on the quote.

**Landoll Government Terms & Conditions:**

Shipping:	F.O.B. Destination (48 contiguous states only)
Quote:	90 days
Payment:	Net 30 days
Lead Time:	240 Days ARO
Warranty:	Included
Trailer Color:	Landoll black powder

Thank you again for the opportunity to quote a Landoll Trailer. If you have any further questions or would like information on additional Landoll Products, please contact me 785-562-4729.

Sincerely,  
  
Susan S Kosar  
OEM/GOV SALES  
Work: (785) 562-4729  
Fax: (785) 562-4852





# ORDER CONFIRMATION -- TRAILERS

LANDOLL COMPANY, LLC

1900 NORTH STREET

MARYSVILLE, KS 66508

PH: 800-428-5655

FAX: 888-293-6779

www.landoll.com



Intertek



DATE: 7/26/2021

TRAILER #:

LQ20210726SK01

QUOTE TO: TEXAS A& M FOREST SERVICE

ADDRESS: 200 TECHNOLOGY WAY

CITY: COLLEGE STATION

ST: TX

ZIP: 77845

CONTACT: MARK FIKES

CELL: 830-998-8354

PH: 979-458-9864

FAX:

E-MAIL

SHIP TO:

GSA CONTRACT 47QMCA21D000C

ADDRESS:

PRICING ON PS-0005

CITY:

CONTACT:

PH:

E-MAIL

MODEL YEAR: 2022

ENGINEERED BY:

DATE:

2022

STD MODEL: 327C Short Well 18'

LENGTH: 48'

PIN SETTING: 15"

\$64,471.77

NECK: 13' GOOSENECK WITH 86" & 113 SWING CLEARANCE ADDS TO OVERALL LENGTH

\$4,069.52

DECK TYPE: APITONG WOOD DECK (TRACK AREA ONLY)

STD

WIDTH: 102" WIDTH

STD

SUSPENSION: AIR RIDE SUSPENSION

STD

WHEEL RIMS: HUB PILOT WHEEL ASSEMBLY W/OUTBOARD DRUMS

STD

TIRES: 255/70R 22.5 DOUBLE COIN LRH

STD

OPTIONS: 31" FRONT FOLD OVER RAMPS WITH TRACTION BARS (1PR.)

\$833.20

SWING OUTS FOR 24' DECK (LESS PLANKS)

\$1,551.52

TOOLBOX GOOSENECK MOUNTED (23" W X 15" H X 28" D)

\$455.17

BEAVER TAIL 30" WITH TRACTION BARS ADDS TO TRAILER LENGTH

\$1,353.94

HEAVY DUTY BEAVERTAIL RAMPS MACK

\$1,469.66

HYDRAULIC OVER ELECTRIC MACK RAMP LIFT OPEN MARKET

\$4,021.70

REAR DECK FULL WIDTH FOR 49" AXLE SPACING

\$2,977.89

ADDITIONAL CENTER STORAGE AREA (10"D X 24"LX 41"W)

\$169.72

AIR LIFT RETRACT - REAR TRAILER AXLE

\$1,207.35

3rd AXLE LIFT CONTROL IN CAB 162392 OPEN MARKET

\$682.76

HONDA 11 HP ENGINE PKG

\$4,705.99

SPARE TIRE 255 70 r 22.5 DOUBLE COIN TIRE

\$655.75

SHORT WELL OPEN MARKET

\$1,157.21

TRUNNION SLOPE ASSIST RAMS 161239 OPEN MARKET

\$1,127.90

INSIDE TRACK GUIDE WELDED OVER TRUNNION 50" APART TWO (2) 15' GUIDES OPEN MARKET

\$3,433.06

INSIDE WIDTH OF MACK RAMP GUIDES EXTENDED WIDTH OF RAMP FOR SIDE BY SIDE OPEN MARKET

\$1,157.21

STROBE LIGHTS IN BUMPER OPEN MARKET

\$385.74

TOWMATE LIGHTS 4-1/2 " SIDE MARKING LIGHTS (5/SIDE) (221614) WITH CONTROL CARD (216904) OPEN MKT

\$848.62

MERITOR TIRE INFLATION SYSTEM 3 AXLES

\$2,279.73

VIN #: 1LH327VJ

PAINT COLOR: BLACK

CODE:

SALESMAN:

CUSTOMER #:

CUSTOMER P.O. #:

ESTIMATED COMP.

ENG REQUEST:

F.O.B.:

COLLEGE STATION

F.E.T. EXEMPTION #:

EXEMPT

TERMS:

TOTAL PRICE:

\$99,015.41

F.E.T. CALCULATION:

SALE PRICE: \$0.00

X 12%:

TIRE DEDUCT:

F.E.T. \$0.00

CUSTOMER SIGNATURE:

AUTHORIZED SIGNATURE: SUSAN S KOSAR

LOGS-0384 rev 008

DATE 09/25/15



# Trailers- Detachable

Updated June 7, 2019 Effective on Units Built after Jan. 1, 2020

## LANDOLL 327C

Model	Capacity*	Deck	Axles	Tires & Ply Rating	(2020)
327C-48	50 Ton	24'	3	(12) 255/70R 22.5 LRH	



### STANDARD EQUIPMENT

*Capacity	50 Tons	Gooseneck:	10' 7"
Deck Rating:	100,000 Lbs. In 16 Foot	Air/Electrical:	7 Way Receptacle
Estimated Base Weight:	18,900 Lbs. (48')	Hydraulic Hook Up:	Quick Coupler 2500 PSI/17GPM
Main Frame:	Fabricated 16", 100,000 PSI Flange	Lights:	Grote "SuperNova" LED-10 year warranty
Crossmembers:	8" High Tensile I Beams on 24" Centers	Wiring Harness:	Grote "Xtreme"-7 year warranty
Tires:	255/70R 22.5 LRH Double Coin	Finish:	Steel Grit Shot Blast to Bright Metal
Rims:	22.5x8.25	Powder Coat Color:	White/Black/Yellow/Blue/Red/Green Dark Gray/Sapphire Blue
Wheels:	Hub Pilot/Steel Outboard Brake Drums	Tie Downs:	10 "D" Rings
Axles:	3-25,000 Lb. Tandem Dual Tire, Oil Bath Bearings; Prepped for Air Inflation	Decals:	Hi-Visibility Reflective Package
Suspension:	Neway Air Ride (AR80) Yoke Mount 25,000 Lb. Capacity	Tool Box:	41" W x 24" L x 10" D Between Main Frame
Brakes:	16.5x7 Full Air/Spring Brakes (Rear Axles Only) ABS, 4S2M/Center Axle Indirect	Cylinders:	2-8"x8" Vertical Mount
Oil Seal Hubs:	Internal Mated Assembly	Hitch:	Fifth Wheel King Pin
Pin Setting:	15 Inches	Accessories:	Fifth Wheel Type Automatic Gooseneck Lock Engagement with Lock/Unlock Visual from Tractor Cab, Ramp Brackets and Outtrigger Brackets, Front Bolsters, Boom Trough, Automatic Slack Adjusters, Rail Stiffeners; Centralized Grease System
Swing Clearance:	84 Inches		
Loaded Ground Clearance:	8 Inches		
Loaded Deck Height:	24 Inches		
Width:	102 Inches		
Decking:	2" Nominal, Apitong Track Area		

\*Capacity ratings are frame capacities only. Actual load capacities may be restricted by factors such as gross axle weight ratings (GAWR) or state and federal regulations.

Specifications subject to change without notice.

## OPTIONAL EQUIPMENT

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### GOOSENECK:

12' Gooseneck with 99" Swing Clearance  
13' Gooseneck with 86" & 113" Swing Clearance  
Gooseneck Weight Gauge  
Fenders for 10' 7" Gooseneck  
Fenders for 12' Gooseneck  
Fenders for 13' Gooseneck  
Upper Deck - Full Width for 10' 7" Gooseneck  
Upper Deck - Full Width for 12' Gooseneck  
Upper Deck - Full Width for 13' Gooseneck  
Tool Box Gooseneck Mounted (23" W x 15" H x 28" D)

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### RAMPS:

31" Front Fold Over Ramps with Traction Bars - 1 Pair  
31" Front Fold Over Ramps-Wood Filled-1 Pair  
31" Front Center Hook-On-Wood Filled (Each)  
Beavertail-30" with Traction Bars (Adds to Trailer Length)  
Heavy Duty Beavertail Ramps

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### OUTRIGGERS:

Swing Out 24" Deck (Less Planks)(Capacity Not to Exceed 50% of Trailer Capacity)

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### TRUNNION:

Boom Trough Cover 1/8" Steel Tread Plate  
Traction Bars for Front Bolsters  
Wheel Covers-Slide In-5/16" (Per Axle)  
60" Axle Spacing Adds to Overall Length (Air Ride Only)  
Rear Deck-Full Width - For 49" Axle Spacing

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### TIE DOWN RINGS:

Extra Flush Mounted "D" Rings

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### DECK AND ACCESSORIES:

Additional Center Storage Area (10" D x 24" L x 41" W)  
Lockable Hinged Cover for Storage Area  
Center Filled Wood Deck-Apitong

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### SUSPENSION:

Air Raise and Lower Valve  
Digital Air Weigh Scale System LoadMaxx (trailer only)  
LoadMaxx ComLink Cable Kit (Cable connects trailer unit to tractor scale)  
Air Lift/Retract-Per Axle (Must Have Air Ride Suspension)

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**HYDRAULIC POWER SOURCE:**

Air Shift PTO & Wet Kit for Tractor - Not Installed

Installation of PTO & Wet Kit

Hydraulic Quick Couplers 1 Male/ 1 Female (Matches Trailer)

Polished Aluminum Hyd. Tank, (19"Wx24"D") (Side Mt.) in Lieu of STD

11HP Honda Engine Packaged Gooseneck Mounted w/Cover (Net 10.2 HP)

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**TIRES AND RIMS:**

255/70R 22.5 Continental Tires in Lieu of Std. (Price per Axle)

255/70R 22.5 Michelin Tires in Lieu of Std. (Price per Axle)

Spare 255/70R 22.5 Double Coin Tire & Hub Pilot Type Rim

Spare 255/70R 22.5 Continental Tire & Hub Pilot Type Rim

Spare 255/70R 22.5 Michelin Tire & Hub Pilot Type Rim

22.5 Aluminum Wheel (10 Bolt Polished) in lieu of Std. (Each)

22.5 Aluminum Wheel (10 Bolt Machined) in lieu of Std. (Each)

22.5x8.25 Aluminum Wheel (10 Bolt Dura-Brite) in lieu of Std. (Each) (Available w/ Steel Inner only)

Hubometer

Crossfire Air Equalizers (Price per Axle)

Meritor Tire Inflation / PSI (Price per Axle)

Shock Straps (Price per Axle)

Dust Shields (Price per Axle)





# Standard & Optional Equipment / Features

## Model 326 / 327 / 329 Detachable Gooseneck



S=Standard O=Optional

MODEL 326	35 TON	70,000 lbs.
MODEL 327	50 TON	100,000 lbs.
MODEL 329	60 TON	120,000 lbs.
<b>MAIN FRAME</b>		
- Fabricated 16", 100,000 PSI Flange	S	S S
- Capacity - 70,000 lb. in 16"		S
- Capacity - 100,000 lb. in 16"	S	
- Capacity - 120,000 lb. in 10"	S	
<b>KINGPIN SETTING</b>		
- 15" for 84" Swing Clearance (10' 7" Neck)		S S
- 15" for 113" Swing Clearance / 42" for 86" Swing Clearance (13' Neck)	S	O
<b>CROSSMEMBERS</b>		
- 8" High Tensile I-Beams on 24" Centers		S S
- 8" High Tensile I-Beams on 20" Centers	S	
<b>GOOSENECK, DECK &amp; ACCESSORIES</b>		
- 10'7"		S S
- 13" Gooseneck with 86" and 113" Swing Clearance		O
- 13' HD with Provision for Flip Ext.	S	
- 102" Wide	S	S S S
- 8" Loaded Ground Clearance	S	S S S
- 24" Loaded Deck Height	S	S S S
- Fifth-Wheel Type Automatic Gooseneck Lock with Lock / Unlock Visual from Tractor	S	S S S
- Centralized Grease System	S	S S S
- Automatic Slack Adjusters		S S S
- Rail Stiffeners	S	S S S
- Ramp Brackets and Outrigger Brackets	S	S S S
- Boom Trough	S	S S S
- Front Bolsters	S	S S S
- Swing-Out Riggers	O	O O
<b>TIE DOWNS / CHAIN GOTCHAS</b>		
- 8 "D"-Rings		S
- 10 "D"-Rings	S	S
<b>STORAGE AREA</b>		
- 41"W x 24"L x 10"D Between Main Frames		S S
- 41"W x 20"L x 10"D Between Main Frames	S	

MODEL 326	35 TON	70,000 lbs.
MODEL 327	50 TON	100,000 lbs.
MODEL 329	60 TON	120,000 lbs.
<b>SUSPENSION / AXLES</b>		
- SAF-Holland / Neway Air Ride (RLU250) 25,000 lb. Capacity	S	S S
- (2) 25,000 lb. Dual Tire, Oil Bath Bearings		S
- (3) 25,000 lb. Dual Tire, Oil Bath Bearings	S	S
<b>BRAKES</b>		
- 16.5x7 Full Air / Spring Brakes ABS, 4S2M / Center Axle Indirect	S	S S
<b>TIRES / RIMS</b>		
- 255/70R 22.5 LRH Radial		S S
- 295/75R 22.5 LRG Radial	S	
- 22.5x8.25 10-Bolt Hub Pilot	S	S S
<b>HYDRAULIC HOOK UP</b>		
- Hydraulic Quick Couplers / 2,500 PSI - 15 GPM	S	S S
<b>LIGHTS</b>		
- Grote LED (10-Year Warranty)	S	S S
- Grote "Xtreme" Wiring Harness (7-Year Warranty)	S	S S
<b>FINISH / COLOR</b>		
- Steel Grit Shot Blast to Bright Metal	S	S S
- Zinc Rich Primer	S	S S
- TGIC Polyester Powder Coat White, Black, Yellow, Blue, Red, Green, Sapphire Blue, Dark Gray	S	S S
<b>WEIGHT (ESTIMATED)</b>		
- 13,250 lbs. (44') +/- 3%		S
- 18,900 lbs. (48') +/- 3%		S
- 22,500 lbs. (51') +/- 3%	S	
<b>MORE OPTIONS AVAILABLE - CONSULT FACTORY</b>		

Pictures and content may include optional equipment and/or standard features that may not be standard on all models. Specification and design subject to change without notice. Weights and measurements are best estimates and should not be treated as actual. There are other features and optional equipment available. If you have any questions, consult the factory. Capacity ratings are frame capacities only. Actual load capacities may be restricted by factors such as gross axle weight ratings (GAWR) or state and federal regulations.



**Call 1-800-428-5655**

**Proven Solutions for Your Hauling Needs!**

**[www.landoll.com/trailers](http://www.landoll.com/trailers)**

1900 North Street | Marysville, KS 66508 | Ph: 785-562-5381 | Fax: 888-293-6779

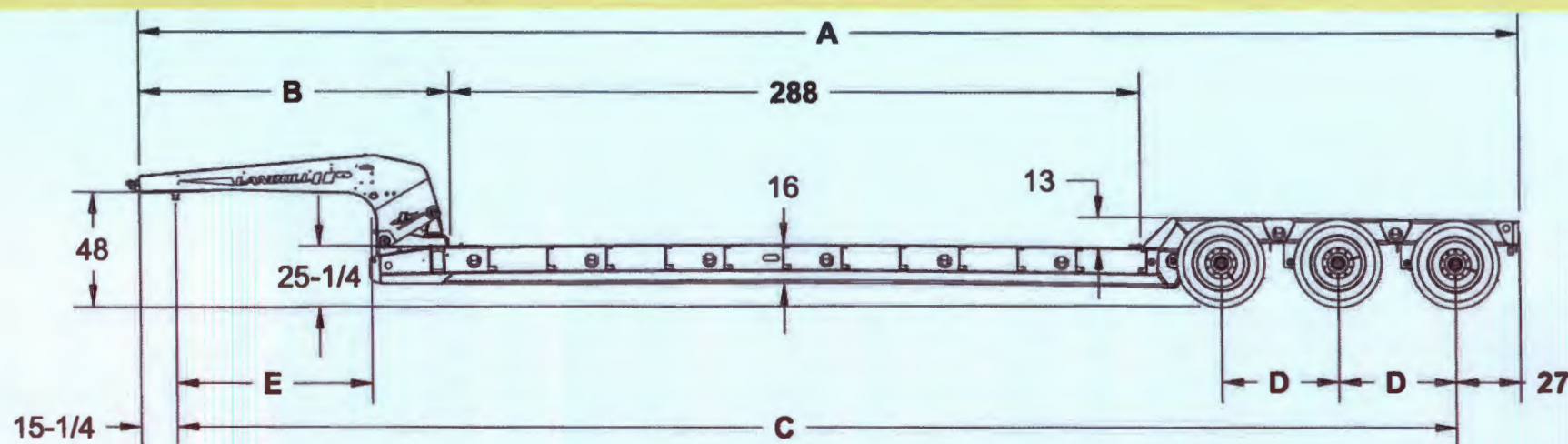
**Remember: Quality is Always a Bargain!**







# Model 327 Line Drawing



MODEL	A		B		C		D		E	
	FEET IN.	METERS	FEET IN.	METERS	FEET IN.	METERS	IN.	CM.	FEET IN.	METERS
327-S-49	48'-1"	14.66	10' 10-1/4"	3.31	44' 6-3/4"	13.58	49"	124.46	6' 10-1/4"	2.09
327-L-49	50' 5-3/4"	15.39	13' 3-1/4"	4.04	47'-0"	14.33	49"	124.46	9' 3-3/4"	2.84
327-S-54	48'-11"	14.91	10' 10-1/4"	3.31	45' 4-3/4"	13.84	54"	137.16	6' 10-1/4"	2.09
327-L-54	51' 3-3/4"	15.64	13' 3-1/4"	4.04	47'-10"	14.58	54"	137.16	9' 3-3/4"	2.84

2014 / 01 / 13  
LD327 49 140346

S=SHORT GOOSENECK  
L=LONG GOOSENECK

*Disclaimer - Landoll has a corporate policy of continuous product improvement and development, therefore, specifications are subject to change without any advance notice. Landoll is not responsible for differences between the specifications or illustrations contained on literature, data sheets, website and actual equipment.*

*The information on any form of this website is intended only for the sole use of Landoll. We do not share or sell any of this information to third parties. This drawing and all information therein is property of Landoll and is confidential. It must not be made public or copied. This drawing is loaned subject to return upon demand and shall not be used directly or indirectly in anyway detrimental to our interest. Drawing illustrates standard equipment; optional equipment may change standard measurements.*

**Landoll • Marysville, KS USA • 800-428-5655 • [www.landoll.com](http://www.landoll.com)**



**Intertek**



# 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.