

VENDOR

PURCHASE ORDERTEXAS A&M FOREST SERVICE
PURCHASING DEPARTMENTOrder Date
09/20/2021

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)

P200130

VENDOR GUARANTEES
MERCHANDISE DELIVERED ON
THIS ORDER WILL MEET OR
EXCEED SPECIFICATIONS IN
THE BID INVITATION.**VENDOR**17426887020
SELRICO SERVICES INC
717 W ASHBY PL
SAN ANTONIO, TX 78212-3808ALL TERMS AND
CONDITIONS SET
FORTH IN OUR BID
INVITATION BECOME
A PART OF THIS
ORDER.

HSP - M -

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
FRP - BASTROP
BASTROP WILDFIRE ACADEMY
BASTROP TX 78602ANY 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-MMM				
1	Hot Breakfast Meals at 2021 Bastrop Wildfire Academy	1,500	EA	9.110	13,665.00
2	Hot Lunch Meals for 2021 Bastrop Wildfire Academy	1,325	EA	11.550	15,303.75
3	Sack lunches for field operations at the 2021 Bastrop Wildfire Academy	300	EA	9.000	2,700.00
				TOTAL	31,668.75
	***** 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.				
	*****QUANTITIES***** ITEM(S) QUANTITY REFLECTS TFS BEST ESTIMATES. TFS RESERVES THE RIGHT TO INCREASE/DECREASE QUANTITIES BY ANY AMOUNT DEEMED NECESSARY TO MEET THE AGENCY'S NEEDS AT THE ORIGINAL PRICES, TERMS AND CONDITIONS. *****				
	*****IFB TERMS AND CONDITIONS***** ALL SPECIFICATIONS, PRICES, TERMS AND CONDITIONS AS PER INVITATION FOR BID AS REFERENCED HEREIN. *****				
	****CAMP SWIFT @BASTROP, TX --KITCHEN USE****				

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

VENDOR

PURCHASE ORDER

TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT

Order Date
09/20/2021

Page 02

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)
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VENDOR
17426887020 SELRICO SERVICES INC 717 W ASHBY PL SAN ANTONIO, TX 78212-3808
HSP - M -

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CONDITIONS SET
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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 FRP - BASTROP BASTROP WILDFIRE ACADEMY BASTROP TX 78602

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Item	Description	Quantity	UOM	Unit Price	Ext Price
	<p>*****</p> <p>TEXAS A&M FOREST SERVICE (AGENCY) TERMS AND CONDITIONS FOR: CAMP SWIFT KITCHEN FACILITY USE</p> <p>VENDOR MAY USE THE FULL COMMERCIAL KITCHEN FACILITIES LOCATED AT CAMP SWIFT, BASTROP, TX DURING THE INTERAGENCY WILDFIRE/INCIDENT MANAGEMENT ACADEMY UNDER THE FOLLOWING TERMS AND CONDITIONS:</p> <p>VENDOR SHALL RETURN KITCHEN TO AGENCY WHO WIL THEN RETURN IT TO CAMP SWIFT AFTER COMPLETION OF ACADEMY "IN THE SAME CONDITION AS ISSUED" TO VENDOR, INCLUDING KITCHEN APPLIANCE(S) OPERATIONAL READINESS & FACILITY CLEANLINESS.</p> <p>SHOULD KITCHEN EQUIPMENT BE DAMAGED EITHER THROUGH GROSS NEGLIGENCE OR ACCIDENTAL USE WHILE IN VENDOR'S CARE, THE EQUIPMENT SHALL BE REPAIRED AND/OR REPLACED TO THE SATISFACTION OF CAMP SWIFT (I.E. JAMES MIKE KANEVSKY, MAINTENANCE SUPERVISOR OR HIS DESIGNEE) AT VENDOR'S SOLE EXPENSE.</p> <p>SHOULD KITCHEN EQUIPMENT REQUIRE REPAIRS AND VENDOR FAILS TO PROVIDE AN ACCEPTABLE REMEDY TO CAMP SWIFT, AGENCY WILL WITHHOLD PAYMENT TO VENDOR & REIMBURSE CAMP SWIFT FOR THE REPAIR OF DAMAGES AND/OR COST FOR CLEANLINESS OF KITCHEN TO "ORIGINAL" RECEIVED CONDITION. *****</p> <p>CATERING SERVICES FOR THE 2021 TEXAS INTERAGENCY WILDFIRE AND INCIDENT MANAGEMENT</p>				

DCT

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Oliver DeLeon
PURCHASING AGENT FOR
TEXAS A&M FOREST SERVICE

PURCHASE ORDER

VENDOR

TEXAS A&M FOREST SERVICE
PURCHASING DEPARTMENT

Order Date
09/20/2021

Page 03

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SHIP TO:
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VENDOR
17426887020 SELRICO SERVICES INC 717 W ASHBY PL SAN ANTONIO, TX 78212-3808
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Item	Description	Quantity	UOM	Unit Price	Ext Price
DCT	ACADEMY, OCTOBER 8 - OCTOBER 20, 2021. ALSO FOR OTHER EVENTS "AS/IF NEEDED". ***** THIS IS THE SECOND RENEWAL PERIOD FOR 9/1/21 - 8/31/22. VENDOR QUOTE: IFB-19-004 VENDOR REF: CHRISTINA ALEMAN PHONE: 210-737-8220				

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PURCHASING AGENT FOR
TEXAS A&M FOREST SERVICE

July 14, 2021

SELRICO SERVICES, INC
ATTN John Aleman
717 W Ashby Place
San Antonio, TX 78212

Re: Bid #IFB-19-004 Food Catering Services Award

Dear John Aleman:

Selrico Services, Inc is hereby awarded the blanket order for our Invitation For Bid #IFB-19-004 for food catering services: item 1—Breakfast @\$9.11, item 2—Hot Lunch @\$11.55, and item 3-- Sack Lunch @\$9.00. This award is per all requirements of the above referenced invitation and your company's bid response

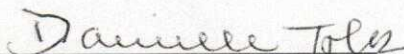
This award period is September 1, 2021 through August 31, 2022 with *options* to extend the award for up to three (2) additional one-year periods beginning September 1, and ending August 31, of each period.

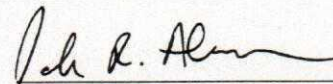
This award does not guarantee any quantities. Actual quantities will be ordered on an "as needed" basis via Purchase Order(s) issued by the Texas A&M Forest Service throughout the term of this award and any extension(s). The 2021 **Texas A&M Forest Service Capital Area Interagency Wildfire Academy** is scheduled for October 8th – October 20th at Camp Swift in Bastrop, TX. Meredith McNeil (979-458-7330) will be contacting you as/when needed to coordinate specific details prior to the academy beginning.

Transpiring every October, Texas A&M Forest Service has sponsored this **Wildfire Academy** for many years now. Considering the quality and quantity of the instructors, participants and information provided, our hopes of success for every phase of this academy are held to the highest expectations. This includes the food that will be catered. TAMFS has every confidence in your abilities to perform, but if for some reason the quality and/or timeliness of the food requested doesn't meet the Texas A&M Forest Service expectations or requirements in the bid specifications, this award may be cancelled immediately in writing for lack of performance.

Please contact me if further information is needed.

Your signature and return of executed copy is required for the acknowledgment of this award.


Danielle Toler, Buyer
TEXAS A&M FOREST SERVICE


John Aleman, President
SELRICO SERVICES, INC

cc: Alan Degelman & Meredith McNeil

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).

AUTHORIZED SIGNATURE

John R. Aleman

June 3, 2019

PRINT OR TYPE NAME

DATE

President

TITLE

17426887026

VENDOR ID NUMBER

(SEE INSTRUCTIONS 1.7 ON LAST PAGE FOR VENDOR ID NUMBER)

Selrico Services, Inc.

COMPANY NAME

717 W. Ashby Place

ADDRESS

San Antonio

TX

78212

CITY

STATE

Zip

(210)737-8220

(210)737-7994

PHONE

FAX

RickA@selricoservices.com

E-MAIL

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

Page 2 of 11

BID OPENING: June 4, 2019
@ 2:00 p.m. CST

BID NO: IFB-19-004

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

DESTINATION OF GOODS

Texas A&M Forest Service
Capital Area Interagency Wildfire Academy
Camp Swift
Bastrop, TX 78602

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.

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: 961-15</p> <p>GENERAL</p> <p>Meredith McNeil may be e-mailed at mmcneil@tfs.tamu.edu or telephoned, 979-458-7330 for clarification of technical specifications only. James Polasek, C.P.M. may be e-mailed at jpolasek@tfs.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> <p>Responses to inquiries, which directly affect an interpretation or change to this IFB, will be issued in writing by addendum. Only inquiries which are replied to by formal written addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect.</p>				

Check below to claim preference under TAC Rule 20.38

- ☐ Supplies, materials or equipment, produced in 1 state 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

Delivery in _____ days

Cash Discount _____ % _____ days

- ☐ Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- ☐ Energy efficient products
- ☐ Rubberized asphalt paving material
- ☐ Recycled material 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

INVITATION FOR BID - RETURN SEALED BIDS TO:

Page 9 of 11

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 June 4, 2019 @ 2:00 p.m. CST

BID NO: IFB-19-004

VENDOR: 17426887026

Item	Description	Quantity	UOM	Unit Price	Ext Price
1	<p>ITEM/BID</p> <p>Hot Breakfast (6:00AM-8:00AM)</p> <p>Eggs - 2 fresh eggs (3 when scrambled) or 6 oz. of liquid eggs</p> <p>Meat - 4 oz. raw weight bacon, ham, beef, pork chop, or sausage</p> <p>Bread, Hot cakes, French toast or Waffles - or equivalent starch equal to three, 1 to 1 1/2 oz., slices of bread</p> <p>Potatoes - 6 oz. or equivalent starch</p> <p>Milk - 1 pint</p> <p>Fruit Juice - prepackaged individual orange or apple juice 6 or 8 oz</p> <p>Fruit - fresh or canned fruit, or chilled fruit juice, 5 1/2 oz.</p> <p>Additional Items - In addition to the items above, the items listed below, individually packaged or in appropriate dispensers or containers, shall be made available for the hot breakfast meals:</p> <p>Butter, or margarine, instant hot cereal, cold cereal, jelly or jam, peanut butter, salsa, salt, pepper, sugar, cream or non-dairy substitute, regular and decaffeinated coffee, tea and hot chocolate.</p> <p>Second helpings at breakfast shall not be considered an additional meal.</p>	2,500	EA	\$ 9.11	\$ 22,775.00
2	<p>Hot Lunch (11:00AM-1:00PM)</p> <p>Contractors may elect to serve an entrée such as lasagna or casseroles. However, these entrées must have a meat side dish that ensures the total minimum meat quantity standard cited below is attained.</p> <p><u>Meat, whole/full muscle, raw weight:</u></p> <p>Steak - 10 oz. boneless or 14 oz. bone-in</p> <p>Beef - 10 oz. boneless or 12 oz. bone-in</p> <p>Ribs, beef or pork - 10 oz. boneless or 18 oz. bone-in</p> <p>Pork - 10 oz. boneless or 12 oz. bone-in</p> <p>Lamb - 10 oz. boneless or 12 oz. bone-in</p> <p>Poultry - 8 oz. boneless or 16 oz. bone-in</p> <p>Ham - 8 oz. boneless or 10 oz. bone-in</p> <p>Fish - 8 oz.</p> <p>Note: Any meat not specified above must be the equivalent quantity.</p> <p><u>Non-meat Protein Dish</u> - 4 oz. of a non-meat substitute, such as BBQ beans, veggie patty, vegetarian hot dog, Tofu, beans, soybean products, cottage cheese, eggs, or equivalent</p> <p><u>Vegetables</u> - 4 oz.</p> <p><u>Potatoes</u> - 6 oz. or equivalent starch</p> <p><u>Bread</u> - Two 1 to 1 1/2 oz. slices or equivalent starch</p> <p><u>Milk</u> - 1 pint</p> <p><u>Dessert</u> - 4 oz.</p> <p><u>Self-service Salad Bar</u> - shall contain as a minimum: five salad toppings, two prepared salads, tossed green salad with three types of leafy vegetables, such as green-purple cabbage, romaine or red leaf lettuce, one fruit or fruit salad, and three types of salad dressing</p>	2,500	EA	\$ 11.55	\$ 28,875.00

INVITATION FOR BID - RETURN SEALED BIDS TO:

Page 10 of 11

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: June 4, 2019 @ 2:00 p.m. CST
BID NO: IFB-19-004
VENDOR: 17426887026

Item	Description	Quantity	UOM	Unit Price	Ext Price
	<p><u>Additional Items</u> - In addition to the above, the items listed below, individually packaged or in appropriate dispensers or containers, shall be made available. These items shall not be placed in large open containers with ladles, with the exception of the salsa and hot peppers: Butter or margarine, peanut butter, jam or jelly, salsa, hot peppers, mustard, catsup, steak sauce, salt, pepper, sugar, cream or non-dairy substitute, regular and decaffeinated coffee, and cold drinks.</p> <p>Second helpings at the lunch meal will not be considered an additional meal <u>unless</u> a meat helping is served.</p>				
3	<p>Sack Lunch</p> <p><u>Meat Sandwich</u> - The meat sandwich shall be wrapped in plastic wrap or plastic bags. The Contractor may separately wrap individual sandwich items within each lunch. However, if meat is individually wrapped, it must be properly vacuum-sealed.</p> <p>The Meat Sandwich shall contain two, 1 to 1 1/2 oz. slices of bread or equivalent. Hoagie or submarine rolls allowed.</p> <p>The Meat Sandwich shall contain a minimum of 3 1/12 oz. sliced whole muscle meat and cheese. No ground meat, such as meatloaf or ground beef patties, is allowed. Vegetarian sandwiches made with non-meat substitutes may include pre-prepared soy products.</p> <p><u>Fruit</u> - The fruit shall be one apple, or one sweet orange, or one banana, or other fresh fruit of comparable size.</p> <p><u>Pre-wrapped Cookies</u> - A minimum of 1.65 oz. of pre-wrapped cookie(s), brownie(s), or granola or similar bar(s) shall be provided</p> <p><u>Fruit Juice</u> - Two individual canned, no glass, 100% pasteurized fruit juices with "pop-top" lids, or non-crushable paper-type containers, 11 oz. total minimum, shall be provided</p> <p><u>Potato Chips</u> - One individual pre-wrapped lunch size pack of potato chips shall be provided</p> <p><u>Condiments</u> - Four individual <u>factory-wrapped</u> packets of condiments appropriate for the entrées being served shall be provided. Condiments shall not be put directly on sandwich.</p> <p><u>Paper Napkin and Moistened Towelette</u> - Two each</p>	500	EA	\$ 9.00	\$ 4,500.00
	GRAND TOTAL \$				\$ 56,150.00
	<p>TERMS AND CONDITIONS: FOLLOWING ITEMS APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF BID ANY EXCEPTIONS THERETO MUST BE IN WRITING</p> <p><u>Notice: Bidders are cautioned to carefully read all parts of this bid invitation and to ensure all requested bidder information is completed.</u></p>				

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

3. 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

5. 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

6. 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

7. 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

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

9. VENDOR ASSIGNMENTS

9. 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

10. 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

11. 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

12. 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

13. 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.